

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES: 1 5	
2. AMENDMENT/MODIFICATION NO. Mod 74		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BG		7. ADMINISTERED BY (If other than Item 6) CODE BG	
NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Meghan Feeney Houston, TX 77058			NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Meghan Feeney Houston, TX 77058		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

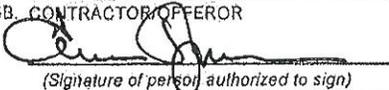
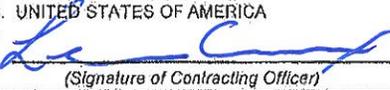
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 13794. The contractor shall be authorized to provide a structural analysis update for the ISS Cargo Bags due to updated SpaceX Dragon Increment Definition Document (IDD) launch/ return environments. There is no change to contract value.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7.16.2013	18B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	18C. DATE SIGNED 7/16/2013

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
74		Provide a structural analysis update for the ISS Cargo Bags due to updated SpaceX Dragon Increment Definition Document (IDD) launch/return environments.	(b) (4)

- B. **Section C – Statement of Work (SOW)**, is hereby updated to add SOW subsection paragraph 6.2, Certify ISS Cargo Bags for SpaceX Interface Definition Document Launch/Return Environments. As a result of this change, replacement pages are attached.
- C. **Attachment J-17 – Underlimit Pool Changes** is hereby updated to include this underlimit change. As a result of this change, J-17 is attached.
- D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these changes.

CARGO MISSION CONTRACT

6.0 Discrete Tasks

6.1 Certify Robotic Refueling Mission (RRM) On-Orbit Transfer Cage (ROTC) Assembly (Part Number 2158510) Foam Clamshell Launch Configuration for H-II Transfer Vehicle (HTV) 4 (SSCN 013788).

The contractor shall perform the following tasks by July 31, 2013 to certify the RRM ROTC Assembly foam clamshell launch configuration for HTV4, supporting launch date currently scheduled for August 3, 2013:

- a) Identify foam clamshell requirements including closure mechanism.
- b) Identify loads and dynamics requirements.
- c) Assess a reduced set of requirements in line with previous clamshell cushions flown as stowage provisions (similar to Progress Stowage Integration Platform (PSIP)/ Integrated Communications Unit (ICU)).
- d) Perform analysis to certify foam clamshell designed to protect and restrain the RRM ROTCC Assembly.
- e) Perform the clamshell/strap strength and fracture analysis and report.
- f) Create the Mass Properties Report.
- g) Generate a stowage layout and cushion fabrication layout drawings.
- h) Perform a safety assessment for the new hardware configuration (similar to an Integrated Bag Level Hazard Analysis (IBLHA)).
- i) Perform all Certification of Flight Readiness (CoFR) activities pertaining to the RRM Clamshell for launch on the HTV4.

6.2 Certify ISS Cargo Bags for SpaceX Interface Definition Document Launch/Return Environments (SSCN 13794)

The contractor shall certify the following bags for the SpaceX Interface Definition Document (IDD) launch and return environments per SSP 50835, ISS Pressurized Volume Hardware Common Interface Requirements Document, by September 30, 2013, assuming receipt of SpaceX loads data by July 19, 2013 and SpaceX strapping data by August 13, 2013:

<u>Part Name</u>	<u>Part Number</u>
Cargo Transfer Bag, Half Size	SEG33111836-301-303
Cargo Transfer Bag, Full Size, With Windows	SEG33111837-301-303-305-307
Cargo Transfer Bag, Full Size, Without Windows	SEG33111838-301-303-305-307
Cargo Transfer Bag, Double Size	SEG33111839-301-303
Cargo Transfer Bag, Triple Size	SEG33111840-301-303
Divider Assembly, Cargo Transfer Bag	SEG33111841-301-303-305-307-309-311-313-315-317-319-321-323-325-327-329-331
Pocket Assembly, Cargo Transfer Bag	SEG33111842-301
Cargo Transfer Bag, Redesigned, Half	SEG33122042-301

NNJ10GA35C
Modification 74

SECTION C

CARGO MISSION CONTRACT

Cargo Transfer Bag, Redesigned, full	SEG33122043-301
Cargo Transfer Bag, Redesigned, Double	SEG33122044-301
Cargo Transfer Bag, Redesigned, Triple	SEG33122045-301
M01 bag	SEG33111805-301
M02 bag	SEG33111806-301
M03 bag	SEG33117683-301

CARGO MISSION CONTRACT

Modification #	SSCN	Mod Date	Description	Cost
61	13604	3/05/2013	Perform Thermal Acceptance Tests on the Automated External Defibrillators (AED)s	(b) (4)
69	13788	5/17/2013	Certify a foam clamshell to protect and restrain the Robotic Refueling Mission (RRM) On-Orbit Transfer Cage (ROTC) Assembly	
73	13773	6/18/2013	Fabricate a Flight Support Equipment (FSE) enclosure to launch/return the Common Cabin Air Assembly (CCAA) Heat Exchanger (HX) Orbital Replacement Unit (ORU)	
74	13794		Provide a structural analysis update for the ISS Cargo Bags due to updated SpaceX Dragon Increment Definition Document (IDD) launch/return environments	

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. Mod 75	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200482324	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Meghan Feeney Houston, TX 77058	CODE JKI	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. X NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Increase funding by \$10,000,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

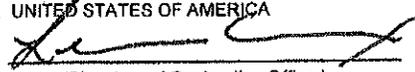
A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate incremental funding in accordance with Section B.4 NFS Contract Funding. This change increases the amount of funding by \$10,000,000.00 from \$61,085,193.41 to \$71,085,193.41.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learn Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/16/2013

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4). This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through February 12, 2014.

(b) An additional amount of (b)(4) is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is (b)(4)

The TOTAL FP amount obligated and available is (b)(4)

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. Mod 76		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058		6. ADMINISTERED BY (If other than item 5) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Meghan Beeky Houston, TX 77058		7. PROJECT NO. (If applicable)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

9. AMENDMENT OF SOLICITATION NO.		FACILITY CODE	
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. X NNJ10GA35C		10B. DATED (SEE ITEM 13) 12/10/10	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS:

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing items 8 and 16, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

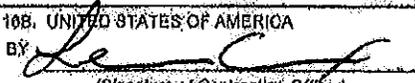
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

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B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 49.103(b).	
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders	
D. OTHER (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not; is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 13789. The contractor shall be authorized to perform Common Communications for Visiting Vehicles (C2V2) fit check activities, MDM Application Development Environment (MADE) Support, and Intermediate Frequency (IF) Test Port. There is no change to contract value.

16A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
16B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
16C. DATE SIGNED 7.30.2013		16C. DATE SIGNED 7/30/13	

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
76		Perform Common Communications for Visiting Vehicles (C2V2) fit check activities, MDM Application Development Environment (MADE) Support, and Intermediate Frequency (IF) Test Port.	

- B. Section C – Statement of Work (SOW), is hereby updated to add SOW subsection paragraph 6.3, Common Communications for Visiting Vehicles (C2V2) fit check activities, MDM Application Development Environment (MADE) Support, and Intermediate Frequency (IF) Test Port. As a result of this change, replacement pages are attached.

- C. Attachment J-17 – Underlimit Pool Changes, is hereby updated to include the following:

Modification #	Mod Date	Description	Cost
76		Perform Common Communications for Visiting Vehicles (C2V2) fit check activities, MDM Application Development Environment (MADE) Support, and Intermediate Frequency (IF) Test Port.	

- D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these changes.

CARGO MISSION CONTRACT

6.0 Discrete Tasks

6.1 Certify Robotic Refueling Mission (RRM) On-Orbit Transfer Cage (ROTC) Assembly (Part Number 2158510) Foam Clamshell Launch Configuration for H-II Transfer Vehicle (HTV) 4 (SSCN 013788).

The contractor shall perform the following tasks by July 31, 2013 to certify the RRM ROTC Assembly foam clamshell launch configuration for HTV4, supporting launch date currently scheduled for August 3, 2013:

- a) Identify foam clamshell requirements including closure mechanism.
- b) Identify loads and dynamics requirements.
- c) Assess a reduced set of requirements in-line with previous clamshell cushions flown as stowage provisions (similar to Progress Stowage Integration Platform (PSIP)/ Integrated Communications Unit (ICU)).
- d) Perform analysis to certify foam clamshell designed to protect and restrain the RRM ROTC Assembly.
- e) Perform the clamshell/strap strength and fracture analysis and report.
- f) Create the Mass Properties Report.
- g) Generate a stowage layout and cushion fabrication layout drawings.
- h) Perform a safety assessment for the new hardware configuration (similar to an Integrated Bag Level Hazard Analysis (IBLHA)).
- i) Perform all Certification of Flight Readiness (CoFR) activities pertaining to the RRM Clamshell for launch on the HTV4.

6.2 Certify ISS Cargo Bags for SpaceX Interface Definition Document Launch/Return Environments (SSCN 13794)

The contractor shall certify the following bags for the SpaceX Interface Definition Document (IDD) launch and return environments per SSP 50835, ISS Pressurized Volume Hardware Common Interface Requirements Document, by September 30, 2013, assuming receipt of SpaceX loads data by July 19, 2013 and SpaceX strapping data by August 13, 2013:

Part Name	Part Number
Cargo Transfer Bag, Half Size	SEG33111836-301-303
Cargo Transfer Bag, Full Size, With Windows	SEG33111837-301-303-305-307
Cargo Transfer Bag, Full Size, Without Windows	SEG33111838-301-303-305-307
Cargo Transfer Bag, Double Size	SEG33111839-301-303
Cargo Transfer Bag, Triple Size	SEG33111840-301-303
Divider Assembly, Cargo Transfer Bag	SEG33111841-301-303-305-307-309-311-313-315-317-319-321-323-325-327-329-331
Pocket Assembly, Cargo Transfer Bag	SEG33111842-301
Cargo Transfer Bag, Redesigned, Half	SEG33122042-301

CARGO MISSION CONTRACT

Cargo Transfer Bag, Redesigned, full	SEG33122043-301
Cargo Transfer Bag, Redesigned, Double	SEG33122044-301
Cargo Transfer Bag, Redesigned, Triple	SEG33122045-301
M01 bag	SEG33111805-301
M02 bag	SEG33111806-301
M03 bag	SEG33117683-301

6.3 Common Communications for Visiting Vehicles (C2V2) Mechanical Fit-check Activities, MDM Application Development Environment (MADE) Support, and Intermediate Frequency (IF) Test Port (SSCN 13789)

The contractor shall perform the following tasks in support of the C2V2 cable fit-check:

- a) Provide the Common Antenna Assembly (CAA) flight cables (four flights, one spare) by March 10, 2014, to the Vehicle Sustaining Engineering Contract for use in the cable fit-check.
- b) Participate in fit-check activities by reviewing procedures, witnessing the fit-check test, and providing technical support for issue resolution for the CAA flight cables.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Mod 77		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
6. ISSUED BY CODE NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058		BG		7. ADMINISTERED BY (If other than Item 6) CODE NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

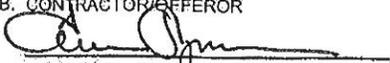
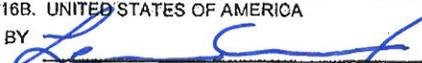
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 13321. The contractor shall be authorized to perform "add work scope associated with Joint Cargo Certification Team (JCCT) cargo integration certification data sets and baseline in the Cargo Mission Contract (CMC) Appendix J-9 Benign hardware." There is no change to contract value.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 08/08/2013	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/08/2013

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
77		Perform "add work scope associated with Joint Cargo Certification Team (JCCT) cargo integration certification data sets and baseline in the Cargo Mission Contract (CMC) Appendix J-9 Benign hardware."	(b) (4)

- B. **Section C – Statement of Work (SOW)**, is hereby updated to add SOW subsection paragraph 3.2.8, Cargo Integration Certification. As a result of this change, replacement pages are attached.
- C. **Attachment J-17 – Underlimit Pool Changes**, is hereby updated to include the following:

Modification #	Mod Date	Description	Cost
77		Perform "add work scope associated with Joint Cargo Certification Team (JCCT) cargo integration certification data sets and baseline in the Cargo Mission Contract (CMC) Appendix J-9 Benign hardware."	(b) (4)

- D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these changes.

CARGO MISSION CONTRACT

The contractor shall prepare and deliver schedules for all Sustaining Engineering activities to provide the Government with insight into overall project status in accordance with DRD C-PC-05, Cargo Mission Contract Program Schedules.

3.2.8 Cargo Integration Certification

The contractor shall perform the hardware provider function for items on the CMC J-9 Hardware Sustaining list as described in SSP 50835, ISS Pressurized Volume Hardware Common Interface Requirements Document (CIRD).

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 78	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A

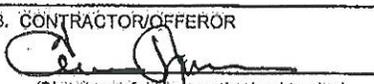
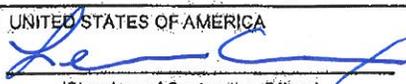
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 13578. The contractor shall be authorized to update the flight certification for the Lightweight Stowage Locker Assembly for the Commercial Resupply Services (CRS) vehicles. There is no change to contract value.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 08/08/2013
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/08/2013

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
78		Update the flight certification for the Lightweight Stowage Locker Assembly for the Commercial Resupply Services (CRS) vehicles.	(b) (4)

B. **Attachment J-9 – Hardware List**, is hereby updated to change the following:

Table 1.1-A STOWAGE ACCOMMODATIONS

Item Number	Description	Drawing/Part Number	Sustain
29	Locker Inserts (lightweight)	SED32106209	No Yes
33	Shuttle Middeck Locker (Lightweight)	SED32106209	No Yes
34	Shuttle Middeck Locker Assembly (Lightweight)	V602-660800	No Yes

C. **Attachment J-17 – Underlimit Pool Changes**, is hereby updated to include the following:

Modification #	Mod Date	Description	Cost
78		Update the flight certification for the Lightweight Stowage Locker Assembly for the Commercial Resupply Services (CRS) vehicles.	(b) (4)

D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. Mod 79	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS.

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 16, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers; FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

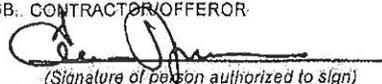
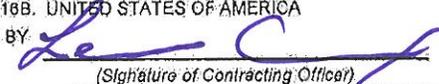
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS; IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clauses I.1; 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alternate II (APR 1984)
d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office;

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux, Contracting Officer
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8.26.2013
15D. UNITED STATES OF AMERICA BY:  (Signature of Contracting Officer)	15E. DATE SIGNED 9/4/13

- A. The purpose of this Supplemental Agreement is to incorporate the additional cost and fee awarded under Task Order No. 002 in Section B of the conformed contract. The contractor is hereby authorized to develop build-to-print Redesigned Cargo Transfer Bags (RCTB) for International Partners (IP) and Commercial Vehicle Flights.
- B. **Clause B.2, Total Contract Value** is hereby revised to reflect the increase from \$76,294,172 by \$2,051,327 to \$78,345,499 in cumulative contract value. As a result of this change, clause B.2 is hereby updated as follows (changes noted in bold and italics).

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is **\$78,345,499** (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date and Underlimit Pool for Contract Year 2).

Task Order (TO) No. 001 was issued on July 12, 2011 that consisted a total price of (b) (4) in cost and (b) (4) in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of \$ (b) (4) ((b) (4) in cost and (b) (4) in fee). The total revised price for TO 001 is (b) (4) (b) (4) in cost and (b) (4) in fee).

TO No. 002 was issued on June 28, 2013 for a total price of (b) (4) ((b) (4) in cost and (b) (4) in fee).

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$15,000.

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	(b) (4)

Total Table

	Maximum Contract Value
FFP	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	\$180,341,558

(End of clause)

- C. **Clause B.3, NFS 1852.216-85 Estimated Cost and Award Fee** is hereby revised to reflect the increase from \$ (b) (4) and the award fee increased from (b) (4). As a result of this change, clause B.3 is hereby updated as follows (changes noted in bold and italics).

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). Total estimated cost, base fee, and maximum award fee is **\$163,761,016**.

(End of clause)

- D. **Clause B.7 Award Fee** is hereby revised to reflect the increase of the available fee total from (b) (4). As a result of this change, clause B.7 hereby updated as follows (changes noted in bold and italics).

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Table B-5 Available and Earned Fee						
Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 – 09/30/11	(b) (4)	(b) (4)	96	Excellent	Mod 20
2	10/01/11 – 3/31/12			96	Excellent	Mod 35
3	04/01/12 – 09/30/12			97	Excellent	Mod 53
4	10/01/12 – 3/31/13			97	Excellent	Mod 67
5	04/01/13 – 09/30/13					
6	10/01/13 – 03/31/14					
	TOTAL					
Option 1	Evaluation Periods					

7	04/01/14 – 09/30/14	(b) (4)	\$ -		
8	10/01/14 – 03/31/15		\$ -		
Option 2	Evaluation Periods				
9	04/01/15 – 09/30/15		\$ -		
10	10/01/15 – 03/31/16		\$ -		
Option 3	Evaluation Periods				
11	04/01/16 – 09/30/16		\$ -		
12	10/01/16 – 03/31/17		\$ -		
Option 4	Evaluation Periods				
13	04/01/17 – 09/30/17		\$ -		
14	10/01/17 – 03/31/18		\$ -		

(End of clause)

- E. **Section H.5 – NFS 1852.235-71 Key Personnel and Facilities**, is hereby revised to remove Jerry McDonald as Duputy Program Manager and add Michael Gerlach as Duputy Program Manager. As a result of this change, section H.5 is hereby updated as follows (changes noted in bold and italics).

H.5 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the contractor shall (1) notify the Contracting Officer reasonably in advance, and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

	Jerry McDonald - Program Manager
	<i>Michael Gerlach</i> – Deputy Program Manager
	(b) (4) – Business Manager
	(b) (4) – Safety and Mission Assurance

(End of clause)

- F. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. Mod 80	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) **N/A**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alternate II (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

- A. The purpose of this Supplemental Agreement is to incorporate the additional cost and fee awarded under Task Order No. 003 in Section B of the conformed contract. The contractor is hereby authorized to acquire and certify a new digital still camera system hardware for the International Space Station (ISS) Intra-vehicular Activity (IVA) and Extra-vehicular Activity (EVA).
- B. **Clause B.2, Total Contract Value** is hereby revised to reflect the increase from \$78,345,499 by \$964,488 to \$79,309,987 in cumulative contract value. As a result of this change, clause B.2 is hereby updated as follows (changes noted in bold and italics).

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is \$79,309,987 (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date and Underlimit Pool for Contract Year 3).

Task Order (TO) No. 001 was issued on July 12, 2011 that consisted a total price of \$ (b) (4) (\$2,907,020 in cost and \$ (b) (4) in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of (b) (4) (\$375,501 in cost and \$ (b) (4) in fee). The total revised price for TO 001 is \$ (b) (4) (\$ (b) (4) in cost and \$ (b) (4) in fee).

TO No. 002 was issued on June 28, 2013 for a total price of \$2,051,327 (\$ (b) (4) in cost and \$ (b) (4) in fee).

TO No. 003 was issued on August 28, 2013 for a total price of \$964,488 (\$ (b) (4) in cost and \$ (b) (4) in fee).

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$15,000.

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	(b) (4)
CPAF (ref Clause B.3)	
Remaining IDIQ (NTE)	
TOTAL	

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	(b) (4)

Total Table

	Maximum Contract Value
FFP	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	\$180,341,558

(End of clause)

- C. **Clause B.3, NFS 1852.216-85 Estimated Cost and Award Fee** is hereby revised to reflect the increase from (b) (4) and the award fee increased from (b) (4). As a result of this change, clause B.3 is hereby updated as follows (changes noted in bold and italics).

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is \$ (b) (4). The maximum available award fee, excluding base fee, if any, is \$ (b) (4). Total estimated cost, base fee, and maximum award fee is \$ (b) (4).

(End of clause)

- D. **Clause B.7 Award Fee** is hereby revised to reflect the increase of the available fee total by \$ (b) (4) for the base period and Option 1. The fee for the base period is hereby revised to reflect the increase of the available fee from \$ (b) (4) by \$ (b) (4) to \$ (b) (4). The fee for Option period 1 is hereby revised to reflect the increase of the available fee from \$ (b) (4) by \$ (b) (4) to \$ (b) (4). As a result of this change, clause B.7 is hereby updated as follows (changes noted in bold and italics).

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 - 09/30/11	(b) (4)	(b) (4)	96	Excellent	Mod 20
2	10/01/11 - 3/31/12	(b) (4)	(b) (4)	96	Excellent	Mod 35
3	04/01/12 - 09/30/12	(b) (4)	(b) (4)	97	Excellent	Mod 53
4	10/01/12 - 3/31/13	(b) (4)	(b) (4)	97	Excellent	Mod 67
5	04/01/13 - 09/30/13	(b) (4)	(b) (4)			

6	10/01/13 - 03/31/14	(b) (4)	\$ -				
TOTAL			(b) (4)				
Option 1	Evaluati on Periods						
7	04/01/14 - 09/30/14			\$ -			
8	10/01/14 - 03/31/15			\$ -			
Option 2	Evaluati on Periods						
9	04/01/15 - 09/30/15			\$ -			
10	10/01/15 - 03/31/16			\$ -			
Option 3	Evaluati on Periods						
11	04/01/16 - 09/30/16			\$ -			
12	10/01/16 - 03/31/17			\$ -			
Option 4	Evaluati on Periods						
13	04/01/17 - 09/30/17			\$ -			
14	10/01/17 - 03/31/18			\$ -			

(End of clause)

E. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 81	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200490461	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	JKI	7. ADMINISTERED BY (If other than Item 6) CODE	

NASA Lyndon B. Johnson Space Center
2101 NASA Parkway
Attn: BG/Learon Comeaux
Houston, TX 77058

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Increase funding by \$1,100,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

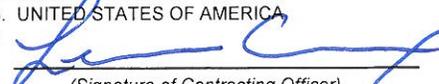
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate incremental funding in accordance with Section B.4 NFS Contract Funding. This change increases the amount of funding by \$1,100,000.00 from \$71,085,193.41 to \$72,185,193.41.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/10/2013

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b) (4). This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through February 19, 2014.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is (b) (4)

The TOTAL FP amount obligated and available is (b) (4)

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. Mod 83	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Janet G. Arkinson Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Janet G. Arkinson Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

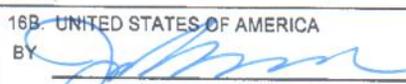
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 13902, "Certify Stowage Clamshells to Protect Large Hardware Items for Launch/Return."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janet G. Arkinson, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-4-2013
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10-04-13

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
83		Certify Stowage Clamshells to Protect Large Hardware Items for Launch/Return	(b) (4)

B. Section C – Statement of Work, Table of Contents, is hereby updated to add the following:

Appendix A ISS Program Stowage Provision Labeling Guidelines

C. Section C – Statement of Work, Section 4.4.4 is hereby updated to add the following (changes noted by underline):

4.4.4 Labeling

If hardware is not pre-labeled or is labeled incorrectly and the hardware provider cannot add or replace the label prior to the start of bag packing, the contractor shall apply contingency labels on the hardware according to the directions of the hardware provider to complete labeling requirements. If the coordination and application of contingency labeling cannot be completed prior to the required NLI need date, the contractor shall inform the Government.

The contractor shall produce flight labels for all packed stowage configurations developed by this contractor. CTB labels shall be produced in accordance with drawing number SEG 32106109 (4 inch Contents Label) and installed in accordance with SSP 50005, Flight Crew Integration Standard (NASA-STD-3000/T). The contractor shall label stowage provisions in accordance with Appendix A, ISS Program Stowage Provision Labeling Guidelines.

D. Section C – Statement of Work, Section 4.4.12 is hereby added as follows:

4.4.12 Certify Foam Clamshells for large hardware items to be flown on logistics flights (SSCN 13902)

The contractor shall provide foam clamshells for launching large hardware items on logistics flights. The contractor shall define requirements, build and certify the clamshells, and provide CoFR of the clamshells in the launch configuration.

E. Section C – Statement of Work, Appendix A is hereby added. Appendix A is attached in its entirety.

F. Attachment J-17 – Underlimit Pool Changes, is hereby updated to include the following:

Modification #	Mod Date	Description	Cost
83		Certify Stowage Clamshells to Protect Large Hardware Items for Launch/Return	(b) (4)

G. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these changes.

1. INTRODUCTION

1.1. This appendix identifies the ISS Program stowage provision labeling guidelines for all NASA or IP ISS cargo packed by the contractor for launch. When labeling the stowage all text should be applied using sentence case with the exception of acronyms, which should be in all caps (example, For Smith, For TVIS, Trash after installation). Unless otherwise specified labels should be applied to the outward facing surface such that the crew will view the label as they face the rack or open the rack/bag/container.

2. GENERIC STOWAGE PROVISIONS LABELING GUIDELINES

2.1. Operational Nomenclature (OpNom) Labeling

2.1.1. Label the provision with the hardware OpNom in the largest font. If OpNom not required (in Midas) use part name.

2.1.2. If only two items inside the stowage provision, the OpNom for both items should be labeled on the outside of the stowage provision.

2.1.3. For stowage provisions containing more than two items, label the outside of the stowage provisions with the title if defined at the drawing review. This circumvents 2.1.2. and 2.3.

2.2. Toxicology (Tox) Labeling

2.2.1. For hardware with a toxicology rating (0,1,2,3,4), label the outside surface of the stowage provisions containing the hardware in the lower left corner.

2.2.2. Tox labeling is only required on opaque stowage provisions.

2.2.3. Hardware which is exempt from tox labeling does require provision label.

2.3. Part number

2.3.1. The part number (P/N) of the hardware contained within the stowage provision should be labeled on the crew-facing surface below the OpNom with the "P/N" preface.

2.3.2. List the quantity (Qty) next to the OpNom with the "Qty" preface.

2.4. Special Handling Requirements

2.4.1. For hardware that is electrostatic discharge (ESD) sensitive; ESD-sensitivity should be indicated on the outside of the stowage provision that contains the hardware. "ESD-Sensitive" should be labeled in the lower left corner of the crew facing surface.

2.4.2. For pressure vessels, pressure vessel contained should be indicated on the stowage provisions in the lower left corner of the crew facing surface. Label "Contents Under Pressure."

2.5. Custom Notes

2.5.1. Custom inputs to the labeling may be provided during the Drawing Review or Packing Readiness Review. Notes should be applied below the OpNom and part number and enclosed in parenthesis and sentence case (example; For Smith, For TVIS).

2.6. If a single item is in two (2) stowage provisions (ex: double bubble) labeling required on outer bag only.

3. UNIQUE GUIDELINES FOR FOAM LABELING

3.1. Foam Part Number and Qty

3.1.1. The part number and piece count "X of X pieces" of the foam should be labeled on the external surface of non-FJB or FJT part numbered foam on a non-crew facing surface (foam part number nomenclature: F = Foam, J=Johnson Space Center, B = Block, and T = Triangle).

3.1.2. The part number of the foam should be labeled on all FJB and FJT filler foam on the non-crew facing surface.

3.2. Foam Type

3.2.1. Foam type should be written on the external surface of the foam under the existing foam P/N label in same size font as foam part number label.

3.2.2. Non-Covered Minicel foam must be labeled "Foam must be stowed in a non-flammable stowage bag or locker".

3.3. Foam Disposal Status

3.3.1. Disposal status should be written on the inside of the foam container so the crew sees what to do with the foam once the hardware is removed.

3.3.2. The Disposal status should be defined as one of:

3.3.2.1. "Trash": For foam that is known that it should be discarded at any time.

3.3.2.2. "Keep": For foam that is known that it should be kept.

3.3.2.3. "Trash after installation": For foam that is known that it should be discarded after the hardware is installed.

3.3.2.4. Leave Blank: for foam that it is unknown if it can be trashed or kept (better to say nothing than to say the wrong thing).

3.3.2.5. Custom: Denoting an above status with additional notes.

3.3.3. For filler cushions inside cargo transfer bags and M bags, the disposal status should be on the crew facing surface of the foam that the crew will see as they face the open rack/bag/container.

3.3.4. For identified foam caps that transfer to the ISS with Orbital Replacement Units (ORUs), highlight in yellow the words "Transfer foam cap with XXX ORU" specifying the ORU

OpNom. Foam caps will be identified through the LRODS and Pressurized Cargo Integration Analysis process.

3.4. Launch Locations for M-bag cushions

3.4.1. For all M-Bag foam cushion, label the foam with the bag serial number (S/N) as "Bag S/N ###" in the lower right corner of the crew facing cushion surface as they face the open M-bag

3.5. Special Handling Requirements

3.5.1. For foam containing hardware with keep out zones, add a note stating "Caution: Hardware has Keep out Zones Labeled" on the outside of foam in the lower left corner of the crew facing cushion surface in addition identify sensitive or keep out zones on the foam.

3.5.2. Arrows/various colors should be marked on foam to simplify re-assembly for the on-orbit crew when cushion boxes are complex if identified at drawing review.

3.6. Bag Filler foam

3.6.1. For bags containing multiple pieces of filler foam, apply Velcro to the foam to assist the crew with restraining the foam during packing and unpacking.

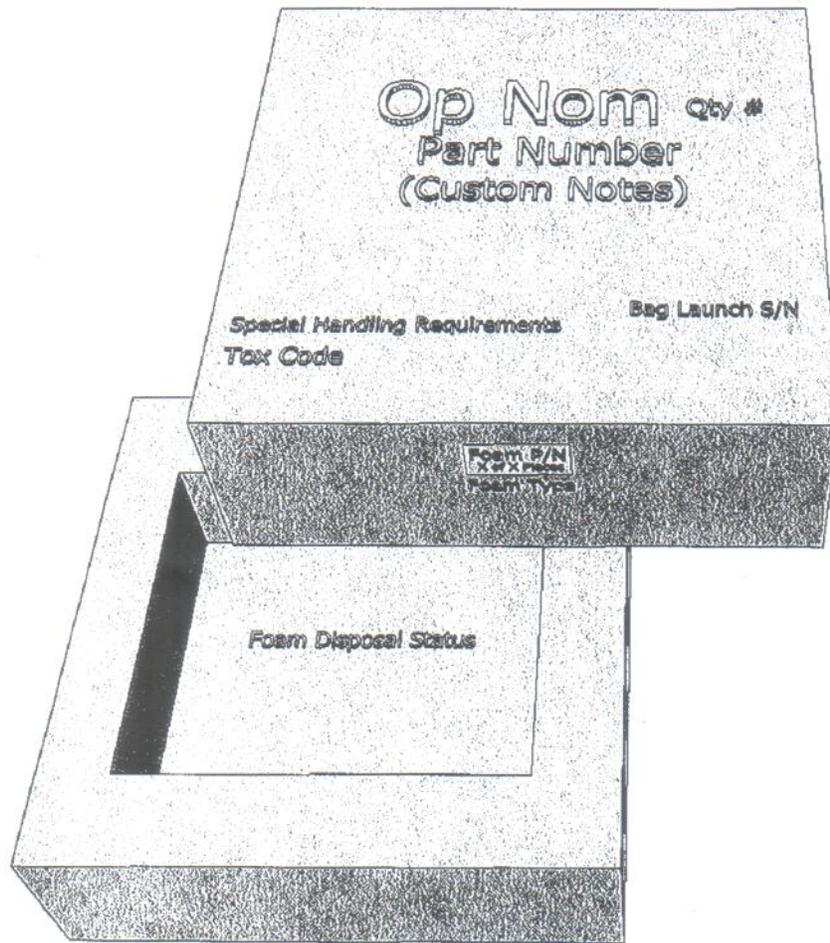


FIGURE 1: FOAM LABELING EXAMPLE

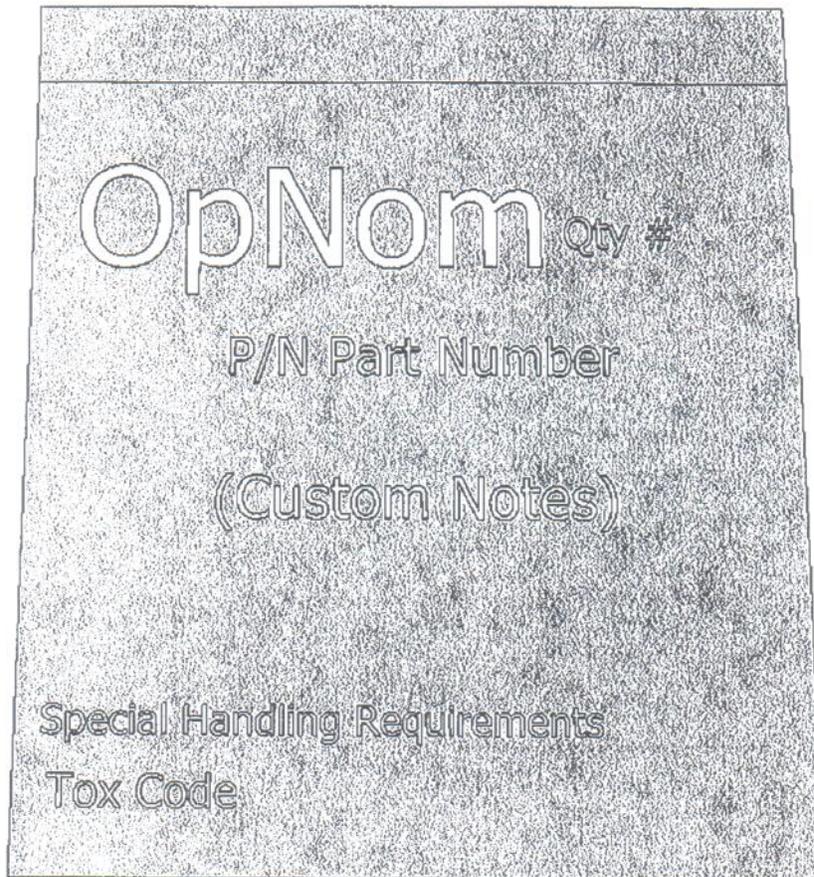


FIGURE 2: ZIPLOCK AND BUBBLEWRAP LABELING EXAMPLE

4. CARGO TRANSFER BAG (CTB) TITLE AND CONTENTS LABEL GUIDELINES

4.1. Bag Title and Contents Labels are controlled by the four (4) Inch Label engineering drawing P/N SEG32106109. Reference the document on Engineering Drawing Control Center (EDCC).

4.2. Custom inputs to the Bag Title and/or Content Label drawing may be provided during the Drawing Review or Packing Readiness Review.

5. RUSSIAN VEHICLE CARGO UNIQUE GUIDELINES

5.1. Teflon does not need to be labeled as a stowage provision (contents), if all sub-pack item labels are clearly visible. If sub-pack item labels are obstructed, top level Teflon must have a summary of all sub-pack contents.

5.2. Bag Contents Labels will include hardware part numbers per Russian requirements.

5.3. Barcodes will be applied to the lower right corner of the outermost layer of containment (i.e. Teflon bags, kynar bags). Reference Figure 3.

5.4. Stowage provision foam not contained in a CTB or other type of containment will have a barcode applied to lower right corner of the outward facing surface.

6.



FIGURE 3: BARCODE PLACEMENT EXAMPLE

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID/CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 84	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200494723	5. PROJECT NO. (If applicable)
6. ISSUED BY: CODE NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kendra D. Vallien Houston, TX 77058	7. ADMINISTERED BY: (If other than Item 6) CODE NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers: is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 16, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Increase funding by \$1,345,742.80

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 (X)

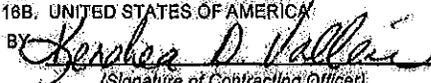
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14; PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate incremental funding in accordance with Section B.4 NFS Contract Funding. This change increases the amount of funding by \$1,345,742.80 from \$72,185,193.41 to \$73,530,936.21.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kendra D. Vallien, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11-7-13

CARGO MISSION CONTRACT

B.4 NES 1852-232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of [REDACTED] total amount allotted by the Government to this contract [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through February 26, 2014.
- (b) An additional amount of [REDACTED] is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3.

The FP amount obligated and available for FP Milestone Payment for Phase-In is [REDACTED] (b)(4)

The TOTAL FP amount obligated and available is [REDACTED] (b)(4)

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIO) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIO) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIO work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. Mod 85	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Janet G. Arkinson Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Janet G. Arkinson Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

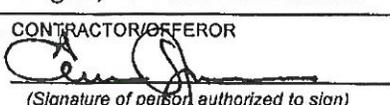
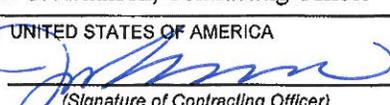
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 13786, "Procure, certify and deliver the next generation of intravehicular activity flight crew equipment batteries and tools."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janet G. Arkinson, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11.19.2013	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11-19-13

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
85		Procure, Certify and Deliver the Next Generation of Intravehicular Activity Flight Crew Equipment Batteries and Tools	(b) (4)

B. Section C – Statement of Work, Table of Contents, is hereby updated to add the following:

6.4 Procure, Certify and Deliver the Next Generation of Intravehicular Activity Flight Crew Equipment Batteries and Tools

C. Section C – Statement of Work, Section 6.4 is hereby added as follows:

6.4 Procure, Certify and Deliver the Next Generation of Intravehicular Activity Flight Crew Equipment Batteries and Tools (SSCN 13786)

The contractor shall deliver (via DD1149) the following Commercial Off-the-Shelf (COTS) hardware:

- a) Quantity three (3) drills for crew training by 5/16/2014.
- b) Quantity three (3) impact drivers for crew training by 5/16/2014.
- c) Quantity six (6) 18-volt Lithium-ion batteries for crew training by 5/16/2014.
- d) Quantity two (2) 18-volt chargers for crew training by 5/16/2014.
- e) Quantity one (1) each fiberscope light source, fiberscope light source adapter, and CR123 Lithium-ion battery for crew training by 5/16/2014.
- f) Quantity three (3) soldering iron stations for crew training by 5/16/2014.
- g) Quantity one (1) drill, one (1) impact driver, and one (1) 18-volt charger for RE02 testing by 6/18/2014.
- h) Quantity one (1) soldering iron station for ISS inverter compatibility testing by 6/18/2014.
- i) Quantity one (1) each drill and impact driver for acoustics characterization by 6/18/2014.

D. Attachment J-16 – Deliver Items List, is hereby updated to include the following:

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE
70	13786	TBD	TBD	CMC0384	Drill	10	Each	8/18/14
71	13786	TBD	TBD	CMC0385	Impact Driver	10	Each	8/18/14
72	13786	TBD	TBD	CMC0386	Fiberscope Light Source Kit***	5	Each	8/18/14
73	13786	TBD	TBD	CMC0427	CR 123 Lithium Ion Battery	7	Each	8/18/14
74	13786	TBD	TBD	CMC0387	Soldering Iron Station	5	Each	8/18/14
75	13786	TBD	TBD	CMC0428	Soldering Iron Tip, 700° F, 1/8"	5	Each	8/18/14
76	13786	TBD	TBD	CMC0429	Soldering Iron Tip, 700° F, 1/16"	5	Each	8/18/14
77	13786	TBD	TBD	CMC0430	Soldering Iron Tip, 700° F, 1/32"	5	Each	8/18/14
78	13786	TBD	TBD	CMC0431	Soldering Iron Tip, 800° F, 1/8"	5	Each	8/18/14
79	13786	TBD	TBD	CMC0432	Soldering Iron Tip, 800° F, 1/16"	5	Each	8/18/14
80	13786	TBD	TBD	CMC0433	Soldering Iron Tip, 800° F, 1/32"	5	Each	8/18/14

*** Note: Fiberscope Light Source Kit includes quantity 1 each Light Source, Adapter, and Battery.

E. **Attachment J-17 – Underlimit Pool Changes**, is hereby updated to include the following:

Modification #	Mod Date	Description	Cost
85		Procure, Certify and Deliver the Next Generation of Intravehicular Activity Flight Crew Equipment Batteries and Tools	(b) (4)

F. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these change



NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

NASA SHARED SERVICES CENTER
STENNIS SPACE CENTER, MS 39529-6000

Award Fee Payment Transmittal

Urgent - This Payment Must be Processed Immediately

Attach Award Fee Modification and Send Form by E-mail to NSSC-AccountsPayable@nasa.gov or Fax to 866-209-5415

1. Contract Number:

NNJ10GA35C

2. Contractor Name:

Lockheed Marting Integrated Systems, Inc.

3. Modification Number:

86

4. Authorized Payment Amount:

(b) (4)

5. NASA Center:

JSC - Johnson Space Center

6. Center Point of Contact (POC):

Learon Comeaux/Contracting Officer

7. Center POC Phone Number:

(281) 483-6525

8. Comments:

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. Mod 86		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058		5. PROJECT NO. (If applicable)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd.
Houston, TX 77058

CODE	32RN8	FACILITY CODE	
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C		10B. DATED (SEE ITEM 13) 12/10/10	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF THE FEDERAL ACQUISITION REGULATIONS (FAR) 48.105(b), (Specify authority, date, etc.)	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
X d. OTHER (Specify type of modification and authority) Clause G.2 NFS 1852.216-76 Award Fee for Service Contracts (JUN 2000)	

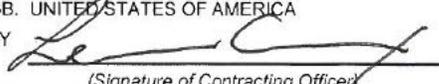
EARNED AWARD FEE VOUCHER

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to recognize the award fee earned for evaluation Period 5. The Contractor will be paid **(b) (4)** based on this modification. The contractor is not to submit a voucher for earned award fee.

All other Terms and Conditions shall remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE 11/21/13

1. The purpose of this modification is to recognize the award fee earned for evaluation Period 5, which was from April 1, 2013 through September 30, 2013. The FDO has determined that a score of 98-Excellent has been earned for Period 5.

2.

Period 5: Available Award Fee Pool			
Provisional Billing Amount (80%)			\$ (b) (4)
Invoice No.	Month		Amt
64	Apr	\$	(b) (4)
68	May	\$	(b) (4)
70	June	\$	(b) (4)
73	July	\$	(b) (4)
77	Aug	\$	(b) (4)
79	Sept	\$	(b) (4)
Sum of Provisional Billings			\$ (b) (4)
Balance			
Earned Fee Amount:		98%	\$ (b) (4)
Earned Fee Modification Amount			\$ (b) (4)

3. **Section B.7 Award Fee:** B.7 has been updated to include the Award Fee earned for Period 5. As a result of this change, pages B-5 and B-6 are hereby attached.

CARGO MISSION CONTRACT

SLC	CY1	CY2	CY3	CY4	CY5	CY6	CY7
Program Manager	(b) (4)						
Manager							
Supervisor							
Technical Professional III							
Technical Professional II							
Technical Professional I							
Technician III							
Technician II							
Technician I							
Drafter II							
Drafter I							
IT Professional							
Analyst II							
Analyst I							
Secretary							
Clerk							
Business Specialist							
<i>Other</i>							
Procurement Burden (Basis: Subcontractor/Material Cost)							
G&A (Basis: Value Added Cost)							
G&A Cost of Money (Basis: Value Added Cost)							
Maximum Award Fee							

*Propose additional Labor Categories that cannot be logically mapped into any of the Standard Labor Categories above. Provide a job description and qualifying education and experience for all additional labor categories.

**Rates to be applied to non-labor costs (i.e. material, travel). Identify the rates and basis of application.

(End of clause)

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 – 09/30/11	(b) (4)	(b) (4)	96	Excellent	Mod 20
2	10/01/11 – 3/31/12			96	Excellent	Mod 35
3	04/01/12 – 09/30/12			97	Excellent	Mod 53

CARGO MISSION CONTRACT

4	10/01/12 – 3/31/13	(b) (4)	(b) (4)	97	Excellent	Mod 67
5	04/01/13 – 09/30/13	(b) (4)	(b) (4)	<u>98</u>	<u>Excellent</u>	<u>Mod 86</u>
6	10/01/13 – 03/31/14	(b) (4)	(b) (4)			
	TOTAL	(b) (4)	(b) (4)			
Option 1	Evaluation Periods	(b) (4)	(b) (4)			
7	04/01/14 – 09/30/14	(b) (4)	(b) (4)	\$ -		
8	10/01/14 – 03/31/15	(b) (4)	(b) (4)	\$ -		
Option 2	Evaluation Periods	(b) (4)	(b) (4)			
9	04/01/15 – 09/30/15	(b) (4)	(b) (4)	\$ -		
10	10/01/15 – 03/31/16	(b) (4)	(b) (4)	\$ -		
Option 3	Evaluation Periods	(b) (4)	(b) (4)			
11	04/01/16 – 09/30/16	(b) (4)	(b) (4)	\$ -		
12	10/01/16 – 03/31/17	(b) (4)	(b) (4)	\$ -		
Option 4	Evaluation Periods	(b) (4)	(b) (4)			
13	04/01/17 – 09/30/17	(b) (4)	(b) (4)	\$ -		
14	10/01/17 – 03/31/18	(b) (4)	(b) (4)	\$ -		

(End of clause)

B.8 FIXED PRICE MILESTONE PAYMENTS – PHASE-IN

The following fixed-price amounts, identified in column C, will be paid for delivery of each of the milestones as shown in the table below on or before their associated due date in column B. Payment is dependent upon the contractor satisfactorily completing the milestones identified in their Attachment J-3, Phase-In Plan. When the milestone is not completed on or before the due date (column B) the fixed-price payment (column C) will be reduced by 2% per work day until the milestone is satisfactorily completed. These milestone payments only apply to

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 87	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

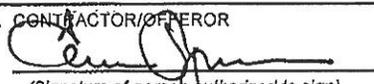
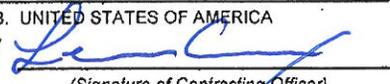
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 13928, "Add Hemispherical Retro Reflectors to Common Communications for Visiting Vehicles (C2V2) Antenna Boom Assemblies."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12.18.2013	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12.18.2013

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
87		Add Hemispherical Retro Reflectors to Common Communications for Visiting Vehicles (C2V2) Antenna Boom Assemblies	(b) (4)

B. **Section C – Statement of Work, Table of Contents**, is hereby updated to add the following:

6.5 Add Hemispherical Laser Retro Reflectors to the C2V2 CAAs (SSCN 13928)

C. **Section C – Statement of Work**, Section 6.5 is hereby added as follows:

6.5 Add Hemispherical Laser Retro Reflectors to the C2V2 CAAs (SSCN 13928)

The contractor shall add hemispherical laser retro reflectors to the C2V2 CAAs per SSP 50930, “C2V2 Prime Item Development Specification,” Revision A, and the revised requirements identified in SSCN 13928, “Add Hemispherical Retro Reflectors to Common Communications for Visiting Vehicles (C2V2) Antenna Boom Assemblies”, per the Change Directive (CD) 013314, Provide Common Communications for Visiting Vehicles (C2V2) Antenna Assemblies (CAAs) Deliverables Items List.

D. **Attachment J-17 – Underlimit Pool Changes**, is hereby updated to include the following:

Modification #	Mod Date	Description	Cost
87		Add Hemispherical Retro Reflectors to Common Communications for Visiting Vehicles (C2V2) Antenna Boom Assemblies	(b) (4)

E. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these change

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. Mod 88		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BG		7. ADMINISTERED BY (if other than Item 6) CODE BG	
NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058			NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 16; and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

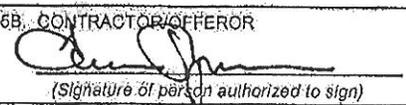
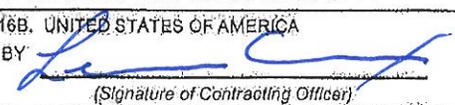
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 (x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UGIF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 13712, "Update Lockheed Martin (LM) Cargo Mission Contract (CMC) Hardware Sustaining List (J-9), and transfer engineering authority of NASA Government Furnished Equipment (GFE) items to CMC"

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux, Contracting Officer	
16B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12.23.2013	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/23/2013

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
88		Update Lockheed Martin (LM) Cargo Mission Contract (CMC) Hardware Sustaining List (J-9), and transfer engineering authority of NASA Government Furnished Equipment (GFE) items to CMC	

B. Attachment J-9 – Hardware List, is hereby updated to include the following:

TABLE 1.1-A STOWAGE ACCOMMODATIONS

Item Number	Description	Drawing/Part Number	Sustain
36	Teflon (FEP Bags	300045	Yes
37	Trash Container Assy	SEG39123699	Yes
38	Waste Transfer Bag, 6.0	SEG33124207	Yes
39	Waste Transfer Bag, 4.0	SEG33124208	Yes

TABLE 1.1-B BATTERIES

Item Number	Description	Drawing/Part Number	Sustain
23	BCR/RFID Main Battery	SEG33122510	Yes
24	BCR/RFID Handle Battery	SEG33122511	Yes
25	Canon BP-955 Battery	SEG33123687	Yes

TABLE 1.1-C CABLES

Item Number	Description	Drawing/Part Number	Sustain
18	PS28 Power Cable	SEG33114659	Yes
19	PS-28 Power Strip	SEG 33114657	Yes
20	PS-28 Junction Box	SEG33114658	Yes
21	GFCI Cable, 3-foot	SEG33123662	Yes

TABLE 1.1-D LAPTOPS

Item Number	Description	Drawing/Part Number	Sustain
103	Cable Assembly PR-422 Y-PGSC 486	SED39126969	Yes
104	Cable Assy, PDIP RS422 Y Cable PGSC 486	SED39126972	Yes
105	IPOD MP3 Player Assembly	SEZ33117876	Yes
106	Assembly, Removable Hard Disk (760XD) – PCS	SEZ39129266	Yes
107	DAT PASS1000 KIT Assy	SEG33111767	Yes
108	T61p Serial/Parallel Bay Adapter	SDG33121549	Yes
109	ISS Tablet	SEG33123846	Yes
110	ISS Tablet USB Charging Cable	SEG33123847	Yes
111	Multiport USB Serial Adapter	SEG33124209	Yes
112	USB 1TB Hard Drive	SEG33124211	Yes
113	USB Thumb Drive	SEG33124214	Yes
114	32GB SDHC U1 Card	SEG33124213	Yes
115	USB Serial Adapter Cable	SEG33124210	Yes
116	USB 3.0 HDD Cable	SEG 33124212	Yes

Item Number	Description	Drawing/Part Number	Sustain
117	Power Inverter (120VDC to 120VAC)	SEG33123254	Yes
118	Power Inverter (28VDC to 120 VAC)	SEG33123255	Yes
119	Crew Media Kit	SEG33124217	Yes

TABLE 1.1-E Photo and TV

Item Number	Description	Drawing/Part Number	Sustain
207	RAIL, CAMERA, STANDARD	SDD33103310	Yes
208	BASE PLATE, MOUNT ASSY, MULTIUSE BRACKET	SDD33105350	Yes
209	FASTENER	SDZ33113739	Yes
210	CASSETTE ASSY, 8MM CAMCORDER	SED33103757	Yes
211	LENS ASSY-CANNON, WIDE-CONVERTER0.7X55,CAMCORDER	SED33103799	Yes
212	LENS ASSY 300 MM F 2.8 ED, NIKON	SED33103868	Yes
213	BASE PLATE ASSY, CAMERA MOUNT, LOC-LINE	SED33104069	Yes
214	STRAP ASSY, CABLE - CAMCORDER	SED33104516	Yes
215	DEFFERENTIAL MODE CHOKE, CAMCORDER/CPL POWER INTEF	SED33104954	Yes
216	COMMON MODE CHOKE, CAMCORDER/CPL POWER INTERFACE	SED33104955	Yes
217	CAMERA MOUNT ASSY	SED33105356	Yes
218	Canon XF305 Camcorder	SEG33123670	Yes
219	Canon XF305 HD Camcorder Wide Angle Lens	SEG33123668	Yes
220	Canon XF305 Standard Lens Hood	SEG33123667	Yes
221	Canon XF305 Wide Angle Lens Hood	SED33123666	Yes
222	Camcorder Battery Charger/Power Adapter	SEG33123669	Yes
223	Visionary Solutions, Inc.(VSI) Video Encoder (AVN443)	SEG33123671	Yes
224	Encoder Power Pigtail Cable	SEG33123685	Yes
225	Encoder AC Power Supply	SEG33123672	Yes
226	Cable Assembly AC Power	SEG33123673	Yes
227	Cable Assembly Encoder DC Power	SEG33123674	Yes
228	High Definition – Serial Digital Interface (HDSDI) Cable	SEG33123688	Yes
229	Clip-On Transmitter	SEG33123677	Yes
230	Clip-on Microphone	SEG33123678	Yes
231	835S Microphone Transmitter	SEG33123679	Yes
232	XLR Cable	SEG33123681	Yes
233	Camera Receiver	SEG33123682	Yes
234	Delkin 32GB Compact Flash Cards	SEG33123675	Yes
235	Delkin USB 3.0 Compact Flash Card Reader	SEG33123676	Yes
236	Bluetooth Remote Control	SEG33123684	Yes
237	Sennheiser e835S Dynamic Microphone	SEG33123680	Yes

TABLE 1.1-F Flight Crew Systems (FCS)

Item Number	Description	Drawing/Part Number	Sustain
374	Headphones and Audio Cable	SEG46121651	Yes
375	Crew Preference Socks	528-43120	Yes
376	Binder Clip Assembly	SDG33123593	Yes
377	TOENAIL CLIPPERS	528-43121	Yes
378	THREADLOCKER ASSEMBLY, TAPE	SEG33123364	Yes
379	PRE-TREAT ABSORBENT MATERIAL ZIPLOCK	SEG33123626	Yes
380	MAGNETIC STRIP ASSEMBLY	SEG33123253	Yes
381	STUBBY COMMON TIP SCREWDRIVER ASSEMBLY	SEG33123252	Yes
382	DZUS FASTENER SCREWDRIVER ASSEMBLY	SEG33123251	Yes
383	INSULATING RUBBER GLOVES	SEG33123122	Yes
384	LEATHER OUTER GLOVES	SEG33123123	Yes
385	FUNNEL ADAPTER ASSY URINE FUNNEL ADAPTER	SEG32111982	Yes
386	CAP, FUNNEL ADAPTER	SDG32111984	Yes
387	FUNNEL ADAPTER	SDG32111983	Yes
388	HAIR CONDITIONER ASSEMBLY	528-21504	Yes
389	CREW PREFERENCE CONDITIONER	528-43118	Yes
390	NOISE ABATEMENT KIT 2 ASSEMBLY	SJG33103977	Yes
391	NOISE ABATEMENT KIT 1 ASSEMBLY	SJG33103978	Yes
392	PLAYER/RECORDER, ASSY, SONY	SED33105459	Yes
393	Knee Pad Assembly	SEG33110126	Yes
394	O-RING EXTRACTION TOOL	SLZ33111324	Yes
395	WIPES, ALCOPAD 806	SLZ33111327	Yes
396	ATTACHMENT TAB ASSY	SEG33111764	Yes
397	MODIFIED 5/64" L-WRENCH ALTERED ITEM DRAWING	SDG33111770	Yes
398	Soft Cover Assy, Tray Assy IVA Toolbox	SEG33113670	Yes
399	Driver Drill Holster Assy	SEG33113702	Yes
400	5MM COMBINATION WRENCH ASSY	SEG33113792	Yes
401	3/16 LONG HEX 3/8 DRIVE ASSY	SEG33113818	Yes
402	SEATTRACK ATTACHMENT MECHANISM CLAMP	SEG33112351	Yes
403	FOOT RESTRAINT FOAM CASING	SEG33113844	Yes
404	LARGE MOUTH VISE GRIP ASSY	SEG33114063	Yes
405	NEEDLE NOSE VISE GRIPS	SEG33114309	Yes
406	EXERCISE SURFACE BOOTIE SPECIFICATION CONTROL DRAWING	SLG33114389	Yes
407	TOOL CAP REMOVAL	SDG33114463	Yes
408	L-WRENCH ASSY	SEG33114696	Yes
409	Flight Light Visor Assembly	SEG33114909	Yes
410	DIE, POUCH, IFM PARTS KIT	SLG38120975	Yes
411	CABLE ASSEMBLY, WET/DRY VACUUM CLEANER	SEG39123307	Yes
412	TOOL ASSY, BRUSH WET/DRY VACUUM CLEANER	SEG39123368	Yes
413	DESICCANT BAG ASSY	SDG39125390	Yes
414	FOAM INSERT ASSY - SOIFW	SED39126303	Yes
415	CHECK VALVE ASSY, SURFACTANT DISPENSER	SEG39130631	Yes
416	MODULE ASSEMBLY, PRESSURE,	SED33104538	Yes

Item Number	Description	Drawing/Part Number	Sustain
	ABSOLUTE		
417	CABLE ASSY-LTI OUTPUT CABLE, HAND HELD LASERRANGER	SED39123055	Yes
418	HANDHELD LIDAR W/BATTERY PACK ASSY- LIDAR	SED39125551	Yes
419	LES SHIRT ASSY	SED46105335	Yes
420	FOOT RESTRAINT, LONG	SEG33112372	Yes
421	COMB, Stainless Steel	SLC42100174	Yes
422	Vacuum Cleaner Tool Pouch Assembly	SEG39126291	Yes
423	Bose Microphone Cable	SEG33123985	Yes
424	Y audio adapter cable	SEG33123986	Yes
425	IPOD Nano (6th generation)	SEZ33124176	Yes
426	Wet Trash Bag	SLG33123901	Yes
427	Wet Trash Bag Container	SLG33123902	Yes
428	Hygiene Towel Assembly	SEG33124195	Yes
429	Food Warmer (new config)	SEG39138210	Yes
430	Microphone extension cable assembly	SEG33124206	Yes
431	N2 Propellant Cartridge	SDG33114990	Yes
432	Solder Tip, 1/8"	PTC6	Yes
433	Solder Tip, 1/32"	PTP6	Yes
434	Exterior Screen, Portable Fan Assembly	SDG11100297	Yes
435	Interior Screen, Portable Fan Assembly	SDG11100293	Yes
436	AC Dry Vacuum Cleaner	SEG33123900	Yes
437	Component Assembly, AC Dry Vacuum Cleaner	SEG33123990	Yes
438	Component Identification, ISS Dry Vacuum Cleaner	SEG33123914	Yes
439	Adapter Hose Assembly	SEG33124048	Yes
440	Crew exercise shirt	SLG12100753	Yes

C. **Attachment J-17 – Underlimit Pool Changes**, is hereby updated to include the following:

Modification #	Mod Date	Description	Cost
88		Update Lockheed Martin (LM) Cargo Mission Contract (CMC) Hardware Sustaining List (J-9), and transfer engineering authority of NASA Government Furnished Equipment (GFE) items to CMC	

d. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these change

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 89	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (if other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A

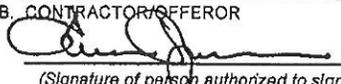
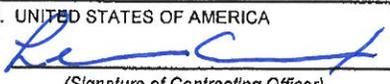
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
<input type="checkbox"/>	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 13966, "Build and Deliver Internal Wireless Instrumentation System (IWIS) Power Cables"

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1-10-2014
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	18C. DATE SIGNED 1/10/2014

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
89		Add Build and Deliver Internal Wireless Instrumentation System (IWIS) Power Cables	

- B. Attachment J-16 – Deliver Items List, is hereby updated to include the following:

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE
81	013966	528-21376-1	TBD	CMC0449	IWIS power cables	7	Each	05/26/14

- C. Attachment J-17 – Underlimit Pool Changes, is hereby updated to include the following:

Modification #	Mod Date	Description	Cost
89		Add Build and Deliver Internal Wireless Instrumentation System (IWIS) Power Cables	

- D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these change

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000090	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4600008408 & 460006952	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: Learon Comeaux/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Tumarrow Iglehart/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SERVICES, INC. Attn: Dan Wegner 2625 Bay Area Blvd Houston TX 77058		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 77609 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	
		10B. DATED (SEE ITEM 13) 12/10/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$1,819,388.38
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.243-2 Changes - Cost Reimbursement (Aug 1987) Alternate II (APR 1984)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to deobligate incremental funding in accordance with Section B.4 NFS Contract Funding. This change decreases the amount of funding by \$1,819,388.38 from \$73,530,936.21 to \$71,711,547.83.

Payment Terms:
Net 30 days
FOB: Destination

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 2/4/14
(Signature of person authorized to sign)	(Signature of Contracting Officer)

CARGO MISSION CONTRACT

TOTAL	(b)(4)
-------	--------

(End of clause)

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is [REDACTED]. The maximum available award fee, excluding base fee, if any, is [REDACTED]. Total estimated cost, base fee, and maximum award fee is [REDACTED].

(End of clause)

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through February 11, 2014.

(b) An additional amount of [REDACTED] is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is [REDACTED] (b)(4)

The TOTAL FP amount obligated and available is [REDACTED] (b)(4)

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 91	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200502708	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Janet G. Arkinson Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Increase funding by \$3,398,388.38

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate incremental funding in accordance with Section B.4 NFS Contract Funding. This change increases the amount of funding by \$3,398,388.38 from \$71,711,547.83 to \$75,109,936.21.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janet G. Arkinson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 02-05-14
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through March 31, 2014.
- (b) An additional amount of [REDACTED] is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is [REDACTED] (b)(4)

The TOTAL FP amount obligated and available is [REDACTED] (b)(4)

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. Mod 92	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	6. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Tumarrow Iglehart Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Tumarrow Iglehart Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

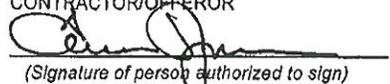
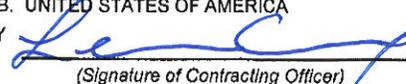
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alternate II (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learn Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3.10.2014
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/12/2014

- A. The purpose of this Supplemental Agreement is to incorporate the additional cost and fee awarded under Task Order No. 002 Rev. 1 in Section B of the conformed contract. There are also a correction to the current cumulative contract value in Section B.2; modification 80 contained a calculation error.
- B. **Clause B.2, Total Contract Value** is hereby revised to reflect the increase of \$188,014 **(b) (4)** in the basic period and **(b) (4)** in Option 1), and decrease by \$36,024 from an error in mod 80. As a result of this change, clause B.2 is hereby updated as follows (changes noted in bold and italics).

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is **\$79,285,667** (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date and Underlimit Pool for Contract Year 3).

Task Order (TO) No. 001 was issued on July 12, 2011 for a total price of \$3,174,829 (**(b) (4)** in cost and **(b) (4)** in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of \$410,094 (**(b) (4)** in cost and **(b) (4)** in fee). The total revised price for TO 001 is \$3,584,923 (**(b) (4)** in cost and **(b) (4)** in fee).

TO No. 002 was issued on June 28, 2013 for a total price of \$2,051,327 (**(b) (4)** in cost and **(b) (4)** in fee). *TO No. 002 Revision 01 was issued on November 18, 2013 with a total increase in price of \$188,014 (**(b) (4)** cost and **(b) (4)** fee). The total revised price for TO 002 is \$2,239,341 (**(b) (4)** cost and **(b) (4)** fee).*

TO No. 003 was issued on August 28, 2013 for a total price of \$964,488 (**(b) (4)** in cost and **(b) (4)** in fee).

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$15,000.

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	(b) (4)
CPAF (ref Clause B.3)	
Remaining IDIQ (NTE)	
TOTAL	

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	(b) (4)

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	(b) (4)

Total Table

	Maximum Contract Value
FFP	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	\$180,341,558

(End of clause)

C. **Clause B.3, NFS 1852.216-85 Estimated Cost and Award Fee** is hereby revised to reflect the increase from (b) (4) by (b) (4) and the award fee increased from (b) (4) by (b) (4). As a result of this change, clause B.3 is hereby updated as follows (changes noted in bold and italics).

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). Total estimated cost, base fee, and maximum award fee is (b) (4).

(End of clause)

D. **Clause B.7 Award Fee** is hereby revised to reflect the increase of the available fee total by (b) (4) for the base period and Option 1. The fee for the base period is hereby revised to reflect the increase of the available fee from (b) (4). The fee for Option period 1 is hereby revised to reflect the increase of the available fee from (b) (4). As a result of this change, clause B.7 is hereby updated as follows (changes noted in bold and italics).

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 -- 09/30/11	(b) (4)	(b) (4)	96	Excellent	Mod 20
2	10/01/11 -- 3/31/12	(b) (4)	(b) (4)	96	Excellent	Mod 35
3	04/01/12 -- 09/30/12	(b) (4)	(b) (4)	97	Excellent	Mod 53

4	10/01/12 – 3/31/13	(b) (4)	(b) (4)	97	Excellent	Mod 67
5	04/01/13 – 09/30/13	(b) (4)	(b) (4)	98	Excellent	Mod 86
6	10/01/13 – 03/31/14	(b) (4)	(b) (4)			
	TOTAL	(b) (4)	(b) (4)			
Option 1	Evaluation Periods	(b) (4)	(b) (4)			
7	04/01/14 – 09/30/14	(b) (4)	(b) (4)	\$ -		
8	10/01/14 – 03/31/15	(b) (4)	(b) (4)	\$ -		
Option 2	Evaluation Periods	(b) (4)	(b) (4)			
9	04/01/15 – 09/30/15	(b) (4)	(b) (4)	\$ -		
10	10/01/15 – 03/31/16	(b) (4)	(b) (4)	\$ -		
Option 3	Evaluation Periods	(b) (4)	(b) (4)			
11	04/01/16 – 09/30/16	(b) (4)	(b) (4)	\$ -		
12	10/01/16 – 03/31/17	(b) (4)	(b) (4)	\$ -		
Option 4	Evaluation Periods	(b) (4)	(b) (4)			
13	04/01/17 – 09/30/17	(b) (4)	(b) (4)	\$ -		
14	10/01/17 – 03/31/18	(b) (4)	(b) (4)	\$ -		

(End of clause)

E. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 93	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers. is extended; is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

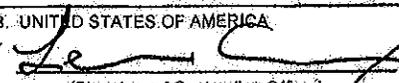
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 (X)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office:

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See continuation pages.)

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	15D. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	15E. DATE SIGNED 3/5/2014

1. The purpose of this Supplemental Agreement is to make administrative changes to the contract. This modification constitutes a full and complete equitable adjustment for the parties for the changes identified in paragraphs 2 through 3 below.

2. Section J, Attachment J-8, Data Requirements List and Data Requirements Descriptions, DRD C-CO-01 Contract Close-out Plan is revised as follows:
 - a. Item 2. Date of Current Version is revised to "March 5, 2014."
 - b. Item 10. First Submission Date is revised to "1 year prior to end of contract including option periods, or at the Contracting Officer's (CO's) direction."

3. Section J, Attachment J-8, Data Requirements List and Data Requirements Descriptions, DRD C-RP-01 Reprocurement Data Package is revised as follows:
 - a. Item 2. Date of Current Version is revised to "March 5, 2014."
 - b. Item 10. First Submission Date is revised to "One (1) year prior to contract end, including option periods, or at the Contracting Officer's (CO's) direction."

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. CCO 94	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	6. PROJECT NO. (if applicable)
6. ISSUED BY NASA Space Station Program Office Johnson Space Center Attn: BG/ Leron J. Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (if other than Item 6) NASA Space Station Program Office Johnson Space Center Attn: BG/ Leron J. Comeaux Houston, TX 77058	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)
 Lockheed Martin Engineering Services
 Attn: Dan Wegner
 2625 Bay Area Blvd
 Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12-10-10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

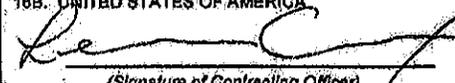
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause I.1, FAR 52.243-2 Changes - Cost Reimbursement (Alternate II)(AUG 1987)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UOF section headings, including solicitation/contract subject matter where feasible.)

The Contractor is hereby authorized to implement the changes XXXXXXXXXX page 2 of this document. The Not-to-Exceed (NTE) fee bearing estimated cost of this change order XXXXXXXXXX it is understood that any cost over and above the NTE shall be non-fee-bearing unless they arise from additional NASA requirements.
 SSCN 13912, entitled "Add Early Destow Operations to Cargo Mission Contract (CMC) for Space X-3 and subs through FY 2016."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) DAN V. WEGNER, CONTRACTS ADMINISTRATOR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leron J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2-20-2014
15D. UNITED STATES OF AMERICA	15E. DATE SIGNED  (Signature of Contracting Officer) 2/20/2014

CCO Mod 94 authorizes Lockheed Martin Engineering Services to perform the following tasks in support of critical International Space Station (ISS) Program requirements approved in Change Directive 13912. The estimated Period of Performance for these tasks is from the date specified in block 16C on page 1 of this modification (Authorization to Proceed) through 08/18/14:

1. Perform and complete early destow activities, including required transportation, for the SpaceX-3 flight scheduled to launch on March 16, 2014.
2. Perform and complete early destow activities, including required transportation, for the SpaceX-4 flight scheduled to launch on June 8, 2014.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Mod 95		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058		6. ADMINISTERED BY (If other than item 5) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058		7. PROJECT NO. (If applicable)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

9A. AMENDMENT OF SOLICITATION NO.	FACILITY CODE
10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GAS5C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 11. The hour and date specified for receipt of offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing items 8 and 15, and Copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 (X)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Contract Clause H. 16, Special Clause for Contract Changes and IDIQ Task Orders
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. Description of amendment/modification (Organized by UIC section headings, including solicitation/contract/suppl. matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 19994, "Authorize Cargo Mission Contract (CMC) to provide engineering support to High School Students United with NASA to Create Hardware (HUNCF) Program to design, fabricate, and certify a new International Space Station (ISS) Galley Table"

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux, Contracting Officer	
15B. CONTRACTOR OFFICER	15C. DATE SIGNED 3.3.2014	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 3/3/2014

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
95		Authorize Cargo Mission Contract (CMC) to provide engineering support to High School Students United with NASA to Create Hardware (HUNCH) Program to design, fabricate, and certify a new International Space Station (ISS) Galley Table	

B. Section C – Statement of Work, Table of Contents, is hereby updated to add the following:

6.6 Provide Engineering support to High School Students United with NASA to Create Hardware (HUNCH) Program to design, fabricate, and certify a new ISS Galley Table (SSCN 13994)

C. Section C – Statement of Work, Section 6.6 is hereby added as follows:

6.6 Provide Engineering support to High School Students United with NASA to Create Hardware (HUNCH) Program to design, fabricate, and certify a new ISS Galley Table (SSCN 13994)

The contractor shall perform the following tasks to support the HUNCH Program’s design, fabrication and certification of a new International Space Station (ISS) Galley Table to be delivered in October 2014.

- Develop Galley Table requirements and perform a System Requirements Review (SRR). Final requirements shall be provided to HUNCH by April 11, 2014.
- Provide engineering consultation to HUNCH and review concepts, models and drawings to identify issues, concerns, and solutions (as required) with the design, fabrication and certification of a new ISS Galley Table
- Provide engineering input in the disposition of manufacturing non-conformances
- Develop Flight Safety Data Package (FSDP) and present to the Safety Review Panel (SRP)
- Develop Failure Modes and Effects Analysis (FMEAs) and Critical Items List (CILs)
- Develop required Material Identification and Usage Lists (MIULS) and Material Usage Agreement (MUAs)
- Develop Mass Properties and Volume Report
- Develop verification closures for structural, human factors and electrical grounding
- Develop ground handling requirements and constraints

These tasks shall be complete no later than October 17, 2014, based on a delivery of flight tested hardware to CMC from HUNCH by September 1, 2014.

D. Section J – List of Attachment, Table of Contents, is hereby updated to add the following:

J-18	Government Furnished Data
------	---------------------------

E. Attachment J-9, Hardware List, is hereby updated to include the following:

TABLE 1.1-F Flight Crew Systems (FCS)

Item Number	Description	Drawing/Part Number	Sustain
441	Galley Table	TBD	Yes (beginning 10/17/14)

F. Attachment J-17 – Underlimit Pool Changes, is hereby updated to include the following:

Modification #	Mod Date	Description	Cost
95		Authorize Cargo Mission Contract (CMC) to provide engineering support to High School Students United with NASA to Create Hardware (HUNCH) Program to design, fabricate, and certify a new International Space Station (ISS) Galley Table	

G. Attachment J – 18- Government Furnished Data Attachment, is hereby updated to include the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Stacy Hale	OZ	Michael Morgan		Critical Design Review (CDR) level design and documentation assuming CDR in Mid-June (SSCN 13994)	NFS	4/7/2014
Stacy Hale	OZ	Michael Morgan		Final Galley Table engineering drawings and CAD models (SSCN 13994)	NFS	8/15/2014
Stacy Hale	OZ	Michael Morgan		Verification data package (SSCN 13994)	NFS	9/1/2014

H. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these change

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Mod 96		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058		BG		NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Tumarrow Iglehart Houston, TX 77058	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) **N/A**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) 52.217-9, Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See Continuation Pages)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janet G. Arkinson, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 03-14-14

A. The purpose of this modification is to exercise Option 1 of the contract. As a result, the following changes are made:

B. Section B.2, Total Contract Value has been updated.

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is **\$101,414,384** (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date, all Underlimit Pools through Contract Year 3, and **Option 1**).

Task Order (TO) No. 001 was issued on July 12, 2011 that consisted a total price of \$3,174,829 (b) (4) in cost and (b) (4) in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of \$410,094 (b) (4) in cost and (b) (4) in fee). The total revised price for TO 001 is \$3,584,923 (b) (4) in cost and (b) (4) in fee).

TO No. 002 was issued on June 28, 2013 for a total price of \$2,051,327 (b) (4) in cost and (b) (4) in fee)

TO No. 003 was issued on August 28, 2013 for a total price of \$964,488 (b) (4) in cost and (b) (4) in fee).

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$15,000.

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	(b) (4)

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Total Table

	Maximum Contract Value
FFP	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	\$180,341,558

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 97	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200507304	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Tumarrow Iglehart Houston, TX 77058	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Increase funding by \$11,177,695.16

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

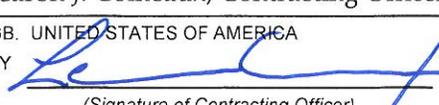
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate incremental funding in accordance with Section B.4 NFS Contract Funding. This change increases the amount of funding by \$11,177,695.16 from \$75,109,936.21 to \$86,287,631.37.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 3/18/2014

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through August 20, 2014.
- (b) An additional amount of [REDACTED] is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is (b)(4)

The TOTAL FP amount obligated and available is (b)(4)

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 98		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Tumarrow Iglehart Houston, TX 77058	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

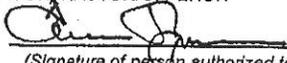
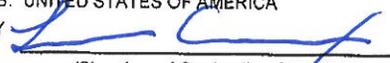
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X d. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print) DAN V. WEGNER, CONTRACTS ADMINISTRATOR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4.14.2014	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/16/14

CARGO MISSION CONTRACT

- 1) The purpose of this modification is to make administrative changes to the contract.
This modification constitutes a full and complete equitable adjustment for the parties for the changes identified in Paragraph 2 below.
- 2) Section I, Contract Clauses Sub Section **I.1 LISTING OF CLAUSES INCORPORATED BY REFERNCE** is revised to add the following:

CLAUSE NUMBER	DATE	TITLE
52.204-15	JAN 2014	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE -DELIVERY CONTRACTS

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 79 <i>du</i>
2. AMENDMENT/MODIFICATION NO. Mod 99	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	6. PROJECT NO. (if applicable)
8. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (if other than item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 16, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Increase \$3,189,000

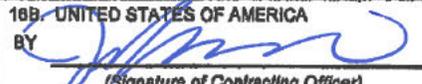
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.243-2 Changes -- Cost Reimbursement (AUG 1987) Alternate II (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janet G. Arkinson, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED 5-28-2014	15C. DATE SIGNED 05-28-14

- 1) The purpose of this Supplemental Agreement is to incorporate the cost and fee amounts for Contract Year 4 (CY4) Underlimit (UL) Pool changes, pursuant to clause H.16: Special Clause for Contract Changes and IDIQ Task Orders. For the period of April 1, 2014 through March 31, 2015, UL Pool changes that have an absolute value less than \$700,000 are executed through the above contract provision.
- 2) **Clause B.2, Total Contract Value** is hereby revised to reflect the increase from \$101,414,384 by \$3,189,000 to \$104,603,384 in cumulative base contract value. As a result of this change, replacement page B-1, B-2, and B-3 are hereby attached.

Mod 99	1. Estimated Cost	(b) (4)	(4)		\$	(b) (4)	
UL Pool CY4	2. Avail AF				\$		
	3. Total Cost and Fee				\$		
	4. Firm Fixed Price (FFP)			\$	-		\$
	5. IDIQ NTE						
	6. IDIQ Min			\$	-		\$
	7. TOTAL Potential CV						\$
CMM	8. Potential Contract Value						
CMM	9. Current Contract Value						

- 3) **Clause B.3, NFS 1852.216-85 Estimated Cost and Award Fee** is hereby revised to reflect the increase from \$ **(b) (4)** and the award fee increased from **(b) (4)**. As a result of this change, replacement page B-3 is attached.
- 4) **Clause B.7 Award Fee** is hereby revised to reflect the increase of the Option 1 fee total from **(b) (4)**. As a result of this change, replacement pages B-5 and B-6 are attached.
- 5) This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of this agreed to modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these changes.

CARGO MISSION CONTRACT

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE NUMBER	DATE	TITLE
None included by reference		

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is \$104,603,384 (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date and all Underlimit Pool Modifications issue to date, and Option 1).

Task Order (TO) No. 001 was issued on July 12, 2011 that consisted of a total price of \$3,174,829 (██████████ in cost and ██████████ in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of \$410,094 (██████████ in cost and \$██████████ in fee). The total revised price for TO 001 is \$3,584,923 (\$██████████ in cost and \$██████████ in fee).

TO No. 002 was issued on June 28, 2013 for a total price of \$2,051,327 (\$██████████ in cost and \$██████████ in fee). TO No. 002 Revision 01 was issued on November 18, 2013 with a total increase in price of \$188,014 (\$██████████ (b) (4) cost and \$██████████ fee). The total revised price for TO 002 is \$2,239,341 (\$██████████ cost and \$██████████ fee).

(b) (4)

CARGO MISSION CONTRACT

TO No. 003 was issued on August 28, 2013 for a total price of \$964,488
(b) (4) in cost and (b) (4) in fee).

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$15,000.

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	

CARGO MISSION CONTRACT

Total Table

	Maximum Contract Value
FFP	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	\$183,530,558

(End of clause)

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is (b) (4). The maximum available award fee, excluding base fee, if any, (b) (4). Total estimated cost, base fee, and maximum award fee is (b) (4).

(End of clause)

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ (b) (4). This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through August 20, 2014.

(b) An additional amount of \$ (b) (4) is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is (b) (4)

The TOTAL FP amount obligated and available is (b) (4)

(End of clause)

CARGO MISSION CONTRACT

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

The contractor shall accept only task orders issued by the Contracting Officer. The total value of task orders issued under this clause shall not exceed \$20,000,000 during the contract period of performance. Any work which falls under SOW 5.0 and would otherwise be ordered under the IDIQ provisions of this contract, but which is valued at less than \$700,000, will be processed as an underlimit change pursuant to Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders, in lieu of the task ordering procedures of this contract; these SOW 5.0 underlimit changes are excluded from the value of task orders issued, and are not subject to the IDIQ maximum value.

RATE TABLE FOR PRICING TASK ORDERS

The following labor and indirect rates shall be used in the establishment of the estimated cost of individual task orders. The labor rates are fully burdened composite team rates (prime and all subcontractors); but exclude prime fee. Fee will be negotiated as it is applied to each actual Task Order and will be paid based on the negotiated arrangement. Any negotiated fee will not exceed the max fee proposed by the contractor in the table below. The indirect rates are those that may be applied to non-labor resources costs, such as materials, travel and other. These indirect rates and the basis of application must be identified at the bottom of the table.

The parties agree that the fully burdened labor rates established below shall not be subject to any adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

**IDIQ Rate per Hour Table
(All labor rates are fully burdened exclusive of fee)**

CARGO MISSION CONTRACT

SLC	CY1	CY2	CY3	CY4	CY5	CY6	CY7
Program Manager	(b) (4)						
Manager							
Supervisor							
Technical Professional III							
Technical Professional II							
Technical Professional I							
Technician III							
Technician II							
Technician I							
Drafter II							
Drafter I							
IT Professional							
Analyst II							
Analyst I							
Secretary							
Clerk							
Business Specialist							
<i>Other</i>	CY1	CY2	CY3	CY4	CY5	CY6	CY7
Procurement Burden (Basis: Subcontractor/Material Cost)	(b) (4)						
G&A (Basis: Value Added Cost)							
G&A Cost of Money (Basis: Value Added Cost)							
Maximum Award Fee							

*Propose additional Labor Categories that cannot be logically mapped into any of the Standard Labor Categories above. Provide a job description and qualifying education and experience for all additional labor categories.

**Rates to be applied to non-labor costs (i.e. material, travel). Identify the rates and basis of application.

(End of clause)

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 – 09/30/11	(b) (4)		96	Excellent	Mod 20
2	10/01/11 – 3/31/12			96	Excellent	Mod 35
3	04/01/12 – 09/30/12			97	Excellent	Mod 53

CARGO MISSION CONTRACT

4	10/01/12 – 3/31/13	(b) (4), (b) (4)	97	Excellent	Mod 67
5	04/01/13 – 09/30/13	(b) (4), (b) (4)	98	Excellent	Mod 86
6	10/01/13 – 03/31/14	(b) (4), (b) (4)			
	TOTAL	(b) (4), (b) (4)			
Option 1	Evaluation Periods	(b) (4), (b) (4)			
7	04/01/14 – 09/30/14	(b) (4), (b) (4)	\$ -		
8	10/01/14 – 03/31/15	(b) (4), (b) (4)	\$ -		
Option 2	Evaluation Periods	(b) (4), (b) (4)			
9	04/01/15 – 09/30/15	(b) (4), (b) (4)	\$ -		
10	10/01/15 – 03/31/16	(b) (4), (b) (4)	\$ -		
Option 3	Evaluation Periods	(b) (4), (b) (4)			
11	04/01/16 – 09/30/16	(b) (4), (b) (4)	\$ -		
12	10/01/16 – 03/31/17	(b) (4), (b) (4)	\$ -		
Option 4	Evaluation Periods	(b) (4), (b) (4)			
13	04/01/17 – 09/30/17	(b) (4), (b) (4)	\$ -		
14	10/01/17 – 03/31/18	(b) (4), (b) (4)	\$ -		

(End of clause)

B.8 FIXED PRICE MILESTONE PAYMENTS – PHASE-IN

The following fixed-price amounts, identified in column C, will be paid for delivery of each of the milestones as shown in the table below on or before their associated due date in column B. Payment is dependent upon the contractor satisfactorily completing the milestones identified in their Attachment J-3, Phase-In Plan. When the milestone is not completed on or before the due date (column B) the fixed-price payment (column C) will be reduced by 2% per work day until the milestone is satisfactorily completed. These milestone payments only apply to

CARGO MISSION CONTRACT

milestone deliveries in the “phase-in period” identified in the contractor’s Attachment J-3, Phase-In Plan.

A) Milestone	B) Due Date	C) Amount for Early or On Time Delivery
Milestone 1	1/7/11	(b) (4)
Milestone 2	11/14/11	
Milestone 3	3/1/11	
Milestone 4	1/28/11	
Milestone 5	2/11/11	
Milestone 6	2/18/11	
Milestone 7	3/31/11	
Milestone 8	3/31/11	
Milestone 9	3/31/11	
Milestone 10	3/31/11	
Milestone 11	3/31/11	
Total	-----	

(End of clause)

B.9 NFS 1852.216-78 FIRM FIXED PRICE (CONTRACT PHASE-IN) (DEC 1988)

The total firm fixed price of the phase-in of this contract is **(b) (4)** The contract phase-in period is from January 1, 2011 through March 31, 2011.

(End of clause)

[END OF SECTION]



NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

NASA SHARED SERVICES CENTER
STENNIS SPACE CENTER, MS 39529-6000

Award Fee Payment Transmittal

Urgent - This Payment Must be Processed Immediately

Attach Award Fee Modification and Send Form by E-mail to NSSC-AccountsPayable@nasa.gov or Fax to 866-209-5415

1. Contract Number:

NNJ10GA35C

2. Contractor Name:

Lockheed Marting Integrated Systems, Inc.

3. Modification Number:

101

4. Authorized Payment Amount:

(b) (4)

5. NASA Center:

JSC - Johnson Space Center

6. Center Point of Contact (POC):

Learon Comeaux/Contracting Officer

7. Center POC Phone Number:

(281) 483-6525

8. Comments:

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. Mod 101	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd.
Houston, TX 77058

CODE 32RN8	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE MODIFICATION OF CONTRACT/ORDER NO. IS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6, FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(b), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(c), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(d), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(e), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(f), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(g), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(h), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(i), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(j), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(k), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(l), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(m), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(n), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(o), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(p), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(q), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(r), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(s), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(t), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(u), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(v), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(w), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(x), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(y), FEDERAL ACQUISITION REGULATION (FAR) PART 101-11.6(z).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X d. OTHER (Specify type of modification and authority) Clause G.2 NFS 1852.216-76 Award Fee for Service Contracts (JUN 2000)

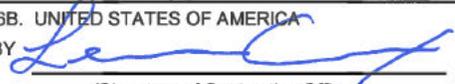
EARNED AWARD FEE VOUCHER

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to recognize the award fee earned for evaluation Period 6. The Contractor will be paid (b) (4) based on this modification. The contractor is not to submit a voucher for earned award fee.

All other Terms and Conditions shall remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE 5/14/14

1. The purpose of this modification is to recognize the award fee earned for evaluation Period 6, which was from October 1, 2013 through March 31, 2014. The FDO has determined that a score of 97 – Excellent has been earned for Period 6.

2.

Period 6: Available Award Fee Pool			
Invoice No.	Month	Amt	
Provisional Billing Amount (80%)			\$ (b) (4)
82	Oct	(b) (4)	
85	Nov	(b) (4)	
88	Dec	(b) (4)	
91	Jan	(b) (4)	
94	Feb	(b) (4)	
96	Mar	(b) (4)	
Sum of Provisional Billings			\$ (b) (4)
Balance			
Earned Fee Amount:		97%	\$ (b) (4)
Earned Fee Modification Amount			\$ (b) (4)

3. **Section B.7 Award Fee:** B.7 has been updated to include the Award Fee earned for Period 6. As a result of this change, pages B-5 and B-6 are hereby attached.

CARGO MISSION CONTRACT

SLC	CY1	CY2	CY3	CY4	CY5	CY6	CY7
Program Manager	(b) (4)						
Manager							
Supervisor							
Technical Professional III							
Technical Professional II							
Technical Professional I							
Technician III							
Technician II							
Technician I							
Drafter II							
Drafter I							
IT Professional							
Analyst II							
Analyst I							
Secretary							
Clerk							
Business Specialist							
<i>Other</i>							
Procurement Burden (Basis: Subcontractor/Material Cost)							
G&A (Basis: Value Added Cost)							
G&A Cost of Money (Basis: Value Added Cost)							
Maximum Award Fee							

*Propose additional Labor Categories that cannot be logically mapped into any of the Standard Labor Categories above. Provide a job description and qualifying education and experience for all additional labor categories.

**Rates to be applied to non-labor costs (i.e. material, travel). Identify the rates and basis of application.

(End of clause)

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 – 09/30/11	(b) (4)	(b) (4)	96	Excellent	Mod 20
2	10/01/11 – 3/31/12			96	Excellent	Mod 35
3	04/01/12 – 09/30/12			97	Excellent	Mod 53

CARGO MISSION CONTRACT

4	10/01/12 – 3/31/13	(b) (4)	(b) (4)	97	Excellent	Mod 67
5	04/01/13 – 09/30/13	(b) (4)	(b) (4)	98	Excellent	Mod 86
6	10/01/13 – 03/31/14	(b) (4)	(b) (4)	97	Excellent	Mod 101
	TOTAL					
Option 1	Evaluation Periods					
7	04/01/14 – 09/30/14			\$ -		
8	10/01/14 – 03/31/15			\$ -		
Option 2	Evaluation Periods					
9	04/01/15 – 09/30/15			\$ -		
10	10/01/15 – 03/31/16			\$ -		
Option 3	Evaluation Periods					
11	04/01/16 – 09/30/16			\$ -		
12	10/01/16 – 03/31/17			\$ -		
Option 4	Evaluation Periods					
13	04/01/17 – 09/30/17			\$ -		
14	10/01/17 – 03/31/18			\$ -		

(End of clause)

B.8 FIXED PRICE MILESTONE PAYMENTS – PHASE-IN

The following fixed-price amounts, identified in column C, will be paid for delivery of each of the milestones as shown in the table below on or before their associated due date in column B. Payment is dependent upon the contractor satisfactorily completing the milestones identified in their Attachment J-3, Phase-In Plan. When the milestone is not completed on or before the due date (column B) the fixed-price payment (column C) will be reduced by 2% per work day until the milestone is satisfactorily completed. These milestone payments only apply to

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 102	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200513827	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase funding by \$2,787,737.37

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

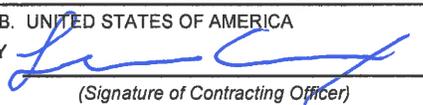
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate incremental funding in accordance with Section B.4 NFS Contract Funding. This change increases the amount of funding by \$2,787,737.37 from \$86,287,631.37 to \$89,075,368.74.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 5/16/14

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through September 24, 2014.
- (b) An additional amount of [REDACTED] is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is

(b)(4)

The TOTAL FP amount obligated and available is (b)(4)

(End of clause)

B.6 INDEFINITE DELIVERY//INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 14
2. AMENDMENT/MODIFICATION NO. 103	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

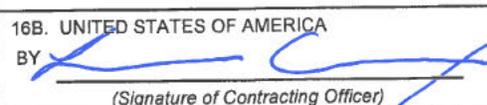
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See continuation pages.)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 8/5/2014

1. The purpose of this Supplemental Agreement is to make administrative changes to the contract. This modification constitutes a full and complete equitable adjustment for the parties for the changes identified in paragraphs 2 below.
2. Section J, Attachment J-6, Subcontractor Management Plan (SMP), is revised to delete in its entirety and replace with the attached Attachment J-6, Small Business Subcontracting Plan, DRD Number CMC2-DRD-00043, Revision E.



CMC2-DRD-00043
Revision E

Cargo Mission Contract

Small Business Subcontracting Plan

April 16, 2014

DRD Number C-PC-06

Contract NNJ10GA35C

TYPE 1 – APPROVED BY NASA

The technical information contained herein is authorized for export by the United States Government in accordance with the Export Administration Regulations (EAR). It may be used only in the International Space Station (ISS) Program to fulfill responsibilities of the Parties or of a Cooperating Agency of an ISS Partner in furtherance of the ISS Intergovernmental Agreement. The export, re-export or re-transmission of this document, or any of the data contained, to any persons, other than citizens of the ISS International Partner countries, requires prior United States Government authorization.



CMC2-DRD-00043
Revision E

Small Business Subcontracting Plan

April 2014

DRD Number C-PC-06

Contract NNJ10GA35C

Prepared by

(b) (4)

(b) (4)

Manager

Finance and Business Operations
Cargo Mission Contract

4/16/14
Date

Approved by:

(b) (4)

(b) (4)

Manager

IS&GS Civil Services Acquisitions
Supplier Diversity Advocate
Cargo Mission Contract

4/17/14
Date

Approved by:

 4/16/14

Jerry McDonald
Program Manager
Cargo Mission Contract

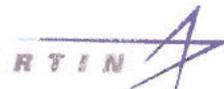
Date

CMC DQA by:

(b) (4)

Configuration Management
Cargo Mission Contract

4/21/14
Date

LOCKHEED MARTIN 

Document under Export Control. See Cover.
Lockheed Martin Proprietary Information

Change Information

List of Effective Pages		
Page Number	Version	Change
All	Baseline	Original Issue
All	Revision A	Updates made to be consistent with the type of subcontractors on CMC2, satisfy a CAR, incorporate task order # 001 into the base period contract value, and update annual values to the final contract SB goals.
All	Revision B	Update made to incorporate CY2 U/L Pool, CR 013141, and CR 012804B into the base period contract value as of 09/30/2012.
All	Revision C	Update made to incorporate CR 013314 into the base period and option period 1 contract values as of 03/31/13
All	Revision D	Update made to incorporate CY3 U/L Pool, CR 012804C and CR 013767 into the base period and option period 1 contract values as of 09/30/13
All	Revision E	Update made to incorporate CR 012804C, Rev 1 into the base period and option period 1 contract values as of 03/31/14.

Document History

Document Number	Version	Publication Date	Effective Date
CMC2-00043	Baseline	10/26/2011	11/01/2011
	Revision A	05/01/2012	4/26/2012
	Revision B	11/01/2012	10/30/2012
	Revision C	05/01/2013	05/01/2013
	Revision D	10/22/2013	10/25/2013
	Revision E	04/16/2014	04/21/2014

Preface

(b) (4)

ADDENDUM A. TO INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN

Subcontracting Plan submitted in accordance with PL95-507

- 1a.** Contract Number NNJ10GA35C
1b. Proposal Number: N/A
- 1c.** Contracting Officer: Learon Comeaux, Contracting Officer
Agency: NASA Johnson Space Center
Houston, Texas
- 1d.** Contract Term: 7 Years with 92 Day Phase In
Phase-In 01/01/11 – 03/31/11
Base Period 04/01/11 – 03/31/14
Option1 04/01/14 – 03/31/15
Option 2 04/01/15 – 03/31/16
Option 3 04/01/16 – 03/31/17
Option 4 04/01/17 – 03/31/18
- 2.** Contractor Name Lockheed Martin Corporation
- 3.** Person Completing this Plan (b) (4)
- 4.** Total Contract Value \$ 167,130,310
(Inclusive of Options)

Phase-In	01/01/11 – 03/31/11
Base Period	04/01/11 – 03/31/14
Option1	04/01/14 – 03/31/15
Option 2	04/01/15 – 03/31/16
Option 3	04/01/16 – 03/31/17
Option 4	04/01/17 – 03/31/18

(b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)



(b) (4)

(b) (4)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. Mod 104	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Increase \$1,390,275

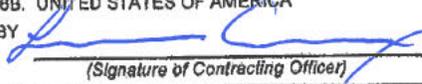
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses 1.1; 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alternate II (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
16C. DATE SIGNED 9.9.2014	16C. DATE SIGNED 9/9/2014

- 1) The purpose of this Supplemental Agreement is to incorporate the cost and fee amounts for Space Station Change Notice (SSCN) 13912. The contractor shall be authorized to perform all activities required to provide early destow activities for SpaceX 3 through SpaceX 12 flights per hardware requirements.
- 2) **Clause B.2, Total Contract Value** is hereby revised to reflect the increase from [REDACTED] by \$ [REDACTED] to [REDACTED] in cumulative base contract value. As a result of this change, replacement page B-1, B-2, and B-3 are hereby attached.
- 3) **Clause B.3, NFS 1852.216-85 Estimated Cost and Award Fee** is hereby revised to reflect the increase from \$ [REDACTED] and the award fee increased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED]. As a result of this change, replacement page B-3 is attached.
- 4) **Clause B.7 Award Fee** is hereby revised to reflect the increase of the Option 1 fee total from \$2,128,074 by [REDACTED], the increase of the Option 2 fee total from \$ [REDACTED] and the increase of the Option 3 fee total from \$ [REDACTED] by [REDACTED]. As a result of this change, replacement pages B-5 and B-6 are attached.
- 5) Section C, Statement of Work, is hereby revised to add 6.7 as follows:

6.7 Perform early destow activities, provide air transportation for early return hardware, and loading and offloading services for early return hardware for SpaceX-3 through SpaceX-12 flights (SSCN 13912 – Mod 104)

The contractor shall perform the early destow activities for SpaceX-3 through SpaceX-12 flights in accordance with SSP 50465, Return Manifest Disposition Plan (RMDP) flight specific appendices.

more C.A.L.C.

The contractor shall provide the air transportation and loading and offloading services for early return hardware from the port of return to Houston with a single aircraft. Aircraft requirements include:

1. The aircraft shall accommodate up to a total of 6500 pounds (lbs.) of cargo, Ground Support Equipment (GSE), flight hardware and support equipment from port of return to Houston.
2. The aircraft shall transport a minimum of three passengers.
3. Hardware shall be transported based on provided temperature constraints and aircraft cabin shall be maintained for passenger comfort nominally at 75°F +/- 10°F.
4. The aircraft cargo door shall be at least 34 inches wide for loading and offloading of equipment.
5. The aircraft shall provide 4.4 kilowatts (kW) of power at 115 volts alternating current (VAC) to power GSE while the aircraft is on the ground and 3.8 kW at 115 VAC during flight.
6. The aircraft shall accommodate a Dry Ice Pelican Case with up to 100 lbs. of dry ice and ventilation of the Dry Ice Pelican Case.
7. The aircraft shall allow in-flight accessibility for monitoring of hardware.

The contractor shall return the cargo (nominal plan) within 12 hours from turnover at port of return to landing in Houston.

The contractor shall transport the GSE from Houston to the port of return.

- 6) This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed change directive 13912 "Add Early Destow Operations to Cargo Mission Contract (CMC) for SpaceX-3 and subs through FY 2016," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

CARGO MISSION CONTRACT

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE NUMBER	DATE	TITLE
None included by reference		

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is \$ [REDACTED] (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date and Underlimit Pool for Contract Years 1-4).

Task Order (TO) No. 001 was issued on July 12, 2011 that consisted a total price of \$3,174,829 ((b) (4) in cost and [REDACTED] in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of \$410,094 (b) (4) [REDACTED] in cost and \$ [REDACTED] in fee). The total revised price for TO 001 is \$3,584,923 (b) (4) [REDACTED] in cost and \$ [REDACTED] in fee).

TO No. 002 was issued on June 28, 2013 for a total price of \$2,051,327 ((b) (4) in cost and \$ (b) (4) in fee). TO No. 002 Revision 01 was issued on November 18, 2013 with a total increase in price of \$188,014 (b) (4) cost and (b) (4) fee). The total revised price for TO 002 is \$2,239,341 ((b) (4) cost and (b) (4) fee).

CARGO MISSION CONTRACT

TO No. 003 was issued on August 28, 2013 for a total price of [REDACTED] in cost and [REDACTED] in fee).

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be [REDACTED]

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	\$ [REDACTED]
CPAF (ref Clause B.3)	\$ [REDACTED]
Remaining IDIQ (NTE)	\$ [REDACTED]
TOTAL	\$ [REDACTED]

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	\$ [REDACTED]
Remaining IDIQ (NTE)	\$0
TOTAL	\$ [REDACTED]

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	\$ [REDACTED]
Remaining IDIQ (NTE)	\$0
TOTAL	\$ [REDACTED]

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	\$ [REDACTED]
Remaining IDIQ (NTE)	\$0
TOTAL	\$ [REDACTED]

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	\$ [REDACTED]
Remaining IDIQ (NTE)	\$0
TOTAL	\$ [REDACTED]

Total Table

	Maximum Contract Value
FFP	\$ [REDACTED]

CARGO MISSION CONTRACT

CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	\$184,920,833

(End of clause)

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). Total estimated cost, base fee, and maximum award fee is \$169,492,793.

(End of clause)

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b) (4). This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through January 17, 2015.

(b) An additional amount of \$(b) (4) is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is (b) (4)

The TOTAL FP amount obligated and available is (b) (4)

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide

CARGO MISSION CONTRACT

engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

The contractor shall accept only task orders issued by the Contracting Officer. The total value of task orders issued under this clause shall not exceed \$20,000,000 during the contract period of performance. Any work which falls under SOW 5.0 and would otherwise be ordered under the IDIQ provisions of this contract, but which is valued at less than \$700,000, will be processed as an underlimit change pursuant to Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders, in lieu of the task ordering procedures of this contract; these SOW 5.0 underlimit changes are excluded from the value of task orders issued, and are not subject to the IDIQ maximum value.

RATE TABLE FOR PRICING TASK ORDERS

The following labor and indirect rates shall be used in the establishment of the estimated cost of individual task orders. The labor rates are fully burdened composite team rates (prime and all subcontractors); but exclude prime fee. Fee will be negotiated as it is applied to each actual Task Order and will be paid based on the negotiated arrangement. Any negotiated fee will not exceed the max fee proposed by the contractor in the table below. The indirect rates are those that may be applied to non-labor resources costs, such as materials, travel and other. These indirect rates and the basis of application must be identified at the bottom of the table.

The parties agree that the fully burdened labor rates established below shall not be subject to any adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

IDIQ Rate per Hour Table
(All labor rates are fully burdened exclusive of fee)

CARGO MISSION CONTRACT

SLC	CY1	CY2	CY3	CY4	CY5	CY6	CY7
Program Manager	(b) (4)						
Manager							
Supervisor							
Technical Professional III							
Technical Professional II							
Technical Professional I							
Technician III							
Technician II							
Technician I							
Drafter II							
Drafter I							
IT Professional							
Analyst II							
Analyst I							
Secretary							
Clerk							
Business Specialist							
<i>Other</i>							
Procurement Burden (Basis: Subcontractor/Material Cost)							
G&A (Basis: Value Added Cost)							
G&A Cost of Money (Basis: Value Added Cost)							
Maximum Award Fee							

*Propose additional Labor Categories that cannot be logically mapped into any of the Standard Labor Categories above. Provide a job description and qualifying education and experience for all additional labor categories.

**Rates to be applied to non-labor costs (i.e. material, travel). Identify the rates and basis of application.

(End of clause)

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 – 09/30/11	(b) (4)	(b) (4)	96	Excellent	Mod 20
2	10/01/11 – 3/31/12			96	Excellent	Mod 35
3	04/01/12 – 09/30/12			97	Excellent	Mod 53

CARGO MISSION CONTRACT

4	10/01/12 – 3/31/13	(b) (4)	(b) (4)	97	Excellent	Mod 67
5	04/01/13 – 09/30/13	(b) (4)	(b) (4)	98	Excellent	Mod 86
6	10/01/13 – 03/31/14	(b) (4)	(b) (4)	97	Excellent	Mod 101
	TOTAL					
Option 1	Evaluation Periods					
7	04/01/14 – 09/30/14		\$ -			
8	10/01/14 – 03/31/15		\$ -			
Option 2	Evaluation Periods					
9	04/01/15 – 09/30/15		\$ -			
10	10/01/15 – 03/31/16		\$ -			
Option 3	Evaluation Periods					
11	04/01/16 – 09/30/16		\$ -			
12	10/01/16 – 03/31/17		\$ -			
Option 4	Evaluation Periods					
13	04/01/17 – 09/30/17		\$ -			
14	10/01/17 – 03/31/18		\$ -			

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 105	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

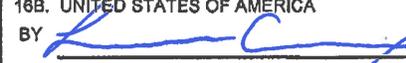
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See continuation pages.)

15A. NAME AND TITLE OF SIGNER (Type or print) DAN WEGNER - CONTRACTS NEGOTIATOR - STAFF		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7-29-2014	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/29/14

1. The purpose of this Supplemental Agreement is to definitize Space Station Change Notice 013915, "Retirement of Treadmill with Vibration Isolation and Stabilization (TVIS) System." This modification constitutes a full and complete equitable adjustment for the parties for the changes identified in paragraphs 2 below.
2. Section J, Attachment J-9, Hardware List, Table 1.1-1 Added Non Spoc Flight Crew Systems (FCS) Items is revised to delete the following line items (all changes noted by strikethrough):

TABLE 1.1-I ADDED NON SPOC FLIGHT CREW SYSTEMS (FCS) ITEMS

224	DIAL TORQUE WRENCH ASSY	SEG33116504	Yes
228	TVIS GYRO REPAIR TOOL KIT	SJG33116475	Yes
229	TVIS MAINTENANCE TOOLS KIT	SJG33117580	Yes

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. Mod 106	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (if other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Increase \$1,799,464

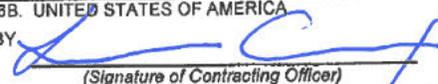
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alternate II (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9-30-2014
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/30/14

- 1) The purpose of this Supplemental Agreement is to incorporate the cost and fee amounts for Space Station Change Notice (SSCN) 14002. The contractor shall be authorized to perform all activities required to provide NASA technical concurrence and approval for the Cargo Mission Contract (CMC) to design and build a next generation Food Warmer that will integrate into the new Galley rack and accommodate the needs of 7 crewmembers.
- 2) **Clause B.2, Total Contract Value** is hereby revised to reflect the increase from \$105,159,908 by \$483,925 to \$105,643, 833 in current cumulative contract value and an increase from \$184,920,833 by \$1,799,464 to \$186,720,297 in total contract value. As a result of this change, replacement pages B-1, B-2, and B-3 are hereby attached.
- 3) **Clause B.3, NES 1852 216-85 Estimated Cost and Award Fee** is hereby revised to reflect the increase from [REDACTED] 110 and the award fee increased from \$ [REDACTED] to [REDACTED]. As a result of this change, replacement page B-3 is attached.
- 4) **Clause B.7 Award Fee** is hereby revised to reflect the increase of the Option 1 fee total from [REDACTED] by \$ [REDACTED] the increase of the Option 2 fee total from [REDACTED] and the increase of the Option 3 fee total from [REDACTED] by \$ [REDACTED]. As a result of this change, replacement pages B-5 and B-6 are attached.
- 5) Section C, Statement of Work, Table of Contents, is hereby updated to add the following:
6.8 Design and Build a Next Generation Food Warmer
- 6) Section C, Statement of Work, is hereby revised to add 6.8 as follows:
6.8 Design and Build a Next Generation Food Warmer (SSCN 14002 – Mod 106)

The contractor shall deliver (via DD1149) the following hardware:
a)Quantity one (1) food warmer engineering unit for crew training by 9/23/2016.
b)Quantity one (1) food warmer GSE power cable for crew training by 9/23/2016.
c)Quantity one (1) food warmer for testing by 6/14/2016.
- 7) Section J, Attachment J-9, Hardware List is hereby revised to add the following item:

Item Number	Description	Drawing/Part Number	Sustain
444	ISS Food Warmer	TBD	Yes

- 8) Section J, Attachment J-16, Deliverable Items List, is hereby revised to add the following items:

No	Change Number	Part Number	Serial Number	LM ID No*	Nomenclature	Qty	Unit	DD250 Date
82	014002	TBD	TBD	CMC0451	ISS Food Warmer	2	Each	9/23/2016
83	014002	TBD	TBD	CMC0452	ISS Food Warmer Power Cable	2	Each	9/23/2016
84	014002	TBD	TBD	CMC0453	ISS Food Warmer Heater Plate	3	Each	9/23/2016
85	014002	TBD	TBD	CMC0454	ISS Food Warmer Control Panel	2	Each	9/23/2016
86	014002	TBD	TBD	CMC0455	ISS Food Warmer Circuit Board	2	Each	9/23/2016
87	014002	TBD	TBD	CMC0456	ISS Food Warmer Foam Insulation Panel	6	Each	9/23/2016
88	014002	TBD	TBD	CMC0457	ISS Food Warmer Food Restraint	18	Each	9/23/2016

9) Section J, Attachment J-18, Government Furnished Data, is hereby revised to add the following items:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Hoai Ngo	EV	Coke Keppler		Food Warmer Electromagnetic Interference (EMI) test report (SSCN 014002)	NFS	7/22/2016 ¹
Jeff Loechel	ES	Coke Keppler		Food Warmer Vibration test report (SSCN 014002)	NFS	7/22/2016 ¹
Larry Dietrich	EP	Coke Keppler		Food Warmer Power quality test report (SSCN 014002)	NFS	7/22/2016 ¹

¹Assumes the CMC hardware is provided by and NASA facilities are available to test by 6/14/2016 (facility availability not committed by NASA) and NASA is allowed 30 days to complete testing and compile a report.

10) This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete and equitable adjustments for the changes identified in the signed change directive 14002 "Design and build a next generation Food Warmer that will integrate into the new Galley rack and accommodate the needs of 7 crewmembers," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

CARGO MISSION CONTRACT

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE NUMBER	DATE	TITLE
None included by reference		

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is \$105,643,833 (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date, all Underlimit Pools through Contract Year 4, and Option 1).

Task Order (TO) No. 001 was issued on July 12, 2011 that consisted a total price of \$3,174,829 (b) (4) in cost and (b) (4) in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of \$410,094 (b) (4) in cost and (b) (4) in fee). The total revised price for TO 001 is \$3,584,923 (b) (4) in cost and (b) (4) in fee).

TO No. 002 was issued on June 28, 2013 for a total price of \$2,051,327 (b) (4) in cost and (b) (4) in fee). TO No. 002 Revision 01 was issued on November 18, 2013 with a total increase in price of \$188,014 (b) (4) cost and (b) (4) fee). The total revised price for TO 002 is \$2,239,341 (b) (4) cost and \$(b) (4) fee).

CARGO MISSION CONTRACT

TO No. 003 was issued on August 28, 2013 for a total price of \$964,488 (b) (4) in cost and (b) (4) in fee.

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$15,000.

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	(b) (4)

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	(b) (4)

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	(b) (4)

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	(b) (4)

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	(b) (4)

Total Table

	Maximum Contract Value
FFP	(b) (4)

CARGO MISSION CONTRACT

CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	\$186,720,297

(End of clause)

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is (b) (4). The maximum available award fee, excluding base fee, if any, is \$ (b) (4). Total estimated cost, base fee, and maximum award fee is \$171,292,257.

(End of clause)

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b) (4). This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through January 17, 2015.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is (b) (4)

The TOTAL FP amount obligated and available is (b) (4)

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide

CARGO MISSION CONTRACT

engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

The contractor shall accept only task orders issued by the Contracting Officer. The total value of task orders issued under this clause shall not exceed \$20,000,000 during the contract period of performance. Any work which falls under SOW 5.0 and would otherwise be ordered under the IDIQ provisions of this contract, but which is valued at less than \$700,000, will be processed as an underlimit change pursuant to Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders, in lieu of the task ordering procedures of this contract; these SOW 5.0 underlimit changes are excluded from the value of task orders issued, and are not subject to the IDIQ maximum value.

RATE TABLE FOR PRICING TASK ORDERS

The following labor and indirect rates shall be used in the establishment of the estimated cost of individual task orders. The labor rates are fully burdened composite team rates (prime and all subcontractors); but exclude prime fee. Fee will be negotiated as it is applied to each actual Task Order and will be paid based on the negotiated arrangement. Any negotiated fee will not exceed the max fee proposed by the contractor in the table below. The indirect rates are those that may be applied to non-labor resources costs, such as materials, travel and other. These indirect rates and the basis of application must be identified at the bottom of the table.

The parties agree that the fully burdened labor rates established below shall not be subject to any adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

IDIQ Rate per Hour Table
(All labor rates are fully burdened exclusive of fee)

CARGO MISSION CONTRACT

SLC	CY1	CY2	CY3	CY4	CY5	CY6	CY7
Program Manager	(b) (4)						
Manager							
Supervisor							
Technical Professional III							
Technical Professional II							
Technical Professional I							
Technician III							
Technician II							
Technician I							
Drafter II							
Drafter I							
IT Professional							
Analyst II							
Analyst I							
Secretary							
Clerk							
Business Specialist							
<i>Other</i>							
Procurement Burden (Basis: Subcontractor/Material Cost)							
G&A (Basis: Value Added Cost)							
G&A Cost of Money (Basis: Value Added Cost)							
Maximum Award Fee							

*Propose additional Labor Categories that cannot be logically mapped into any of the Standard Labor Categories above. Provide a job description and qualifying education and experience for all additional labor categories.

**Rates to be applied to non-labor costs (i.e. material, travel). Identify the rates and basis of application.

(End of clause)

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 – 09/30/11	(b) (4)	(b) (4)	96	Excellent	Mod 20
2	10/01/11 – 3/31/12			96	Excellent	Mod 35
3	04/01/12 – 09/30/12			97	Excellent	Mod 53

CARGO MISSION CONTRACT

4	10/01/12 – 3/31/13	(b) (4)	(b) (4)	97	Excellent	Mod 67
5	04/01/13 – 09/30/13	(b) (4)	(b) (4)	98	Excellent	Mod 86
6	10/01/13 – 03/31/14	(b) (4)	(b) (4)	97	Excellent	Mod 101
	TOTAL					
Option 1	Evaluation Periods					
7	04/01/14 – 09/30/14			\$ -		
8	10/01/14 – 03/31/15			\$ -		
Option 2	Evaluation Periods					
9	04/01/15 – 09/30/15			\$ -		
10	10/01/15 – 03/31/16			\$ -		
Option 3	Evaluation Periods					
11	04/01/16 – 09/30/16			\$ -		
12	10/01/16 – 03/31/17			\$ -		
Option 4	Evaluation Periods					
13	04/01/17 – 09/30/17			\$ -		
14	10/01/17 – 03/31/18			\$ -		

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 107	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200520800	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase funding by \$1,032,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate incremental funding in accordance with Section B.4 NFS Contract Funding. This change increases the amount of funding by \$1,032,000.00 from \$89,075,368.74 to \$90,107,368.74.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 7/17/2014

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is

(b) (4) This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through September 23, 2014.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is

(b) (4)

The TOTAL FP amount obligated and available is (b) (4)

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 108		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200513827	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058		NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Decrease funding by \$36,058.11

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

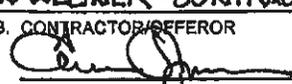
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendmen/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to deobligate incremental funding in accordance with Section B.4 NFS Contract Funding. This change decreases the amount of funding by \$36,058.11 from \$90,107,368.74 to 90,071,310.63.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print) DAN WEGNER - CONTRACTS NEGOTIATOR - STAFF		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/REFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7-31-2014	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/31/14

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of [REDACTED] total amount allotted by the Government to this contract is [REDACTED] this allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through September 4, 2014.
- (b) An additional amount of [REDACTED] obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is [REDACTED]

The TOTAL FP amount obligated and available is [REDACTED]

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 109	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200523889	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Increase funding by \$6,388,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

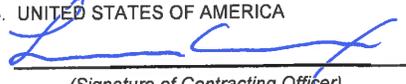
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate incremental funding in accordance with Section B.4 NFS Contract Funding. This change increases the amount of funding by \$6,388,000.00 from \$90,071,310.63 to \$96,459,310.63.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8/5/2014

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through January 17, 2015.
- (b) An additional amount [REDACTED] obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is [REDACTED]

The TOTAL FP amount obligated and available is [REDACTED]

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. CCO 110	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
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6. ISSUED BY NASA Space Station Program Office Johnson Space Center Attn: BG/ Learon J. Comeaux Houston, TX 77058	7. ADMINISTERED BY (if other than Item 6) NASA Space Station Program Office Johnson Space Center Attn: BG/ Learon J. Comeaux Houston, TX 77058
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)
**Lockheed Martin Engineering Services
 Attn: Dan Wegner
 2625 Bay Area Blvd
 Houston, TX 77058**

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12-10-10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause I.1, FAR 52.243-2 Changes – Cost Reimbursement (Alternate II)(AUG 1987)
	D. OTHER (Specify type of modification and authority)

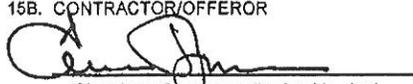
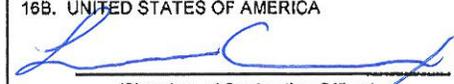
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Contractor is hereby authorized to implement the change described on page 2 of this document. The Not-to-Exceed (NTE) fee bearing estimated cost of this change order [REDACTED]. It is understood that any cost over and above the NTE shall be non-fee-bearing unless they arise from additional NASA requirements.

SSCN 14141, entitled "Certify Iodine Compatible Water Container (ICWC) to launch filled on Cygnus and Dragon."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) DAN WEGNER CONTRACTS NEGOTIATOR - STAFF		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/22/2014	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/25/2014

CCO Mod 110 authorizes Lockheed Martin Engineering Services to perform the following tasks in support of critical International Space Station (ISS) Program requirements approved in Change Directive (CD) 14141. The estimated Period of Performance for these tasks is from the date specified in block 16C on page 1 of this modification (Authorization to Proceed) through 2/3/15:

- 1) Develop and provide a proposal for the full scope within 3 months of the CD approval date.
- 2) Develop a three-bag Flight Support Equipment (FSE) concept by 9/8/14 to support launch on Orb-4.
- 3) Certify the three-bag configuration for flight by 2/3/15.
- 4) Procure materials required for building FSE for launching 125 ICWCs.
- 5) Build and deliver 8 FSE units by 2/3/15 (See Deliverable Items List)
- 6) Develop an Interface Requirements Document between the ICWC and the Commercial Orbital Transportation Services (COTS) vehicles (Cygnus and Dragon).
- 7) Develop facility and process for filling ICWCs with iodinated water, including a wet run to demonstrate process.
- 8) Out brief Space Station Program Control Board (SSPCB) on testing results to determine FSE configuration quantities.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 111	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

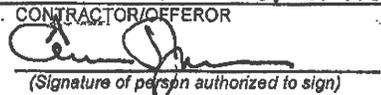
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties, FAR 43.103(a)
<input type="checkbox"/>	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See continuation pages.)

15A. NAME AND TITLE OF SIGNER (Type or print) DAN WEGNER CONTRACTS NEGOTIATOR - STAFF	15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9.11.2014	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/11/2014
---	--	-------------------------------	--	--	-------------------------------

1. The purpose of this modification is to make administrative changes to the contract. This modification constitutes a full and complete equitable adjustment for the parties for the changes identified in paragraph 2 below.
2. Section A, Table of Contents, Section G – Contract Administration Data, G.3 Submission of Vouchers for Payment (NFS 1852.216-87), is deleted in its entirety and replaced with the following:

G.3 SUBMISSION OF VOUCHER FOR PAYMENT

3. Section G, Contract Administration Data, G.3 NFS 1852.216-87 Submission of Vouchers for Payment (MAR 1998) is delete in its entirety and replace with the following:

JSC Procurement Instruction 52.216-92 SUBMISSION OF VOUCHER FOR PAYMENT (MAY 2014)

(a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the Department of Defense (DoD) Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by the Defense Contract Audit Agency based upon a risk-based review process.

(1) To access the DoD WAWF system, the Contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DoD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.

(2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>
For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. For additional questions, contact the NSSC Customer Contact Center at 1-877-677-2123.

(3) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all required back-up documentation to support each payment request.

(b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using a Standard Form (SF) 1034 and submitted electronically to the following address for payment:

E-mail address: NSSC-AccountsPayable@nasa.gov

Mailing address: NSSC - FMD Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529
Fax Number: 1-866-209-5415

(c) For both cost and fee voucher submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer outside of WAWF. The Contracting Officer may designate other recipients as required.

(d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with terms of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 112	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 16, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

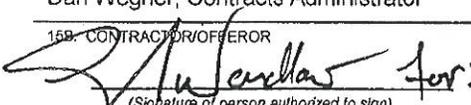
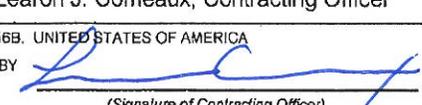
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14143, "Certification and procurement of Commercial-Off-the-Shelf (COTS) Removable Pockets and Kneeboards for the crew."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
15C. DATE SIGNED 09/16/14		16C. DATE SIGNED 9/16/14	

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
112		Certification and procurement of Commercial-Off-the-Shelf (COTS) Removable Pockets and Kneeboards for the crew	

- B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.11 Certify COTS Kneeboard assembly and removable pockets (SSCN 014143)

- C. **Section C, Statement of Work**, is hereby updated to add the following:

6.11 Certify COTS kneeboard assembly and removable pockets (SSCN 014143)

The contractor shall deliver (via DD1149) the following hardware for training:

- Quantity two (2) Class III Kneeboards by November 28, 2014.
- Quantity two (2) Class III Removable Pockets by January 30, 2015.

The contractor shall deliver (via DD1149) the following hardware:

- Quantity 49 Class I Kneeboards by November 28, 2014.
- Quantity 99 Class I Removable Pockets by January 30, 2015.

- D. **Section J, Attachment J-9, Hardware List**, is hereby updated to include the following:

TABLE 1.1-F Flight Crew Systems (FCS)

Item Number	Description	Drawing/Part Number	Sustain
442	Kneeboard assembly	PA-155	Yes
443	Removable Pockets	TBD	Yes

- E. **Section J, Attachment J-16, Deliverable Item List**, is hereby updated to include the following:

No	Change Number	Part Number	Serial Number	LM ID No*	Nomenclature	Qty	Unit	DD250 Date
80	14143	PA-155	TBD	CMC0474	Kneeboard Assembly	1	Each	11/28/2014
81	14143	TBD	TBD	CMC0475	Removable Pocket	1	Each	1/30/2015

- F. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification, it agreed to herein as complete equitable adjustments for the changes identified in the sigend Change Directive 14143, "Certification and procurement of Commercial-Off-the-Shelf (COTS) Removable Pockets and Kneeboards for the crew." The Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these change.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 113	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (if other than item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

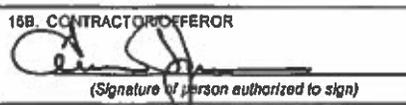
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14175, "Purchase and Certify Modified Electrostatic Discharge (ESD) Wrist Straps and Modified Seat Track Studs for a New ESD Prevention Solution for ISS."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9.19.2014
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/19/14

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
113		Purchase and Certify Modified Electrostatic Discharge (ESD) Wrist Straps and Modified Seat Track Studs for a New ESD Prevention Solution for ISS	

B. Section C, Statement of Work, Table of Contents, is hereby updated to add the following:

6.9 Certify modified Electrostatic Discharge (ESD) wrist straps and modified seat track studs for a new ESD prevention solution for ISS (SSCN 014175)

C. Section C, Statement of Work, is hereby updated to add the following:

6.9 Certify modified Electrostatic Discharge (ESD) wrist straps and modified seat track studs for a new ESD prevention solution for ISS (SSCN 014175)

1. The contractor shall certify the ESD kits using the streamlined certification process for Commercial-Off-the-Shelf hardware in SSP 50835, ISS Pressurized Volume Common Interface Requirements Document, Revision D, Appendix M.
2. The contractor shall deliver (via DD1149) three (3) Class III ESD Kits for crew training by 3/30/2015.

D. Section J, Attachment J-9, Hardware List, is hereby updated to include the following:

TABLE 1.1-F Flight Crew Systems (FCS)

Item Number	Description	Drawing/Part Number	Sustain
445	ESD Kit	TBD	Yes

E. Section J, Attachment J-16, Deliverable Item List, is hereby updated to include the following:

No	Change Number	Part Number	Serial Number	LM ID No*	Nomenclature	Qty	Unit	DD250 Date
89	14175	TBD	TBD	CMC0472	ESD Kit	8	Each	3/30/2015

F. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14175, "Purchase and Certify Modified Electrostatic Discharge (ESD) Wrist Straps and Modified Seat Track Studs for a New ESD Prevention Solution for ISS," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 114		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BG		7. ADMINISTERED BY (If other than Item 6) CODE BG	
NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058			NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

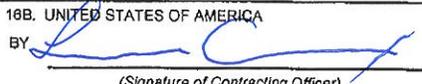
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
D.	OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14250, "Procure and Certify next generation mini-camera to support International Space Station (ISS) Operations & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the Shelf (COTS) Hardware Certification."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9-19-2014	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/19/14

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
114		Procure and Certify next generation mini-camera to support International Space Station (ISS) Operations & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the Shelf (COTS) Hardware Certification	

- B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.10 Certification support and flight processing of the next generation mini-camera to support International Space Station (ISS) Operations & Utilization (SSCN 014250)

- C. **Section C, Statement of Work**, is hereby updated to add the following:

6.10 Certification support and flight processing of the next generation mini-camera to support International Space Station (ISS) Operations & Utilization (SSCN 014250)

The contractor shall perform the following tasks:

- Develop and release engineering drawings (quantity 4) for the Mini-camera assembly, Alternating Current (AC) Adapter, Universal Serial Bus (USB) cable and High-Definition Multimedia Interface (HDMI) cable by 10/10/2014.
- Provide thermal analysis for touch temperature requirement verification by 10/10/2014.
- Provide touch labor for configuring flight hardware (Mini-camera assembly, AC adapter, USB cable and HDMI cable) which includes adding labels, adding Velcro, wrapping the cables for flammability, and updating firmware for changing default settings by 09/17/2014 for Orbital-3.
- Provide touch labor for configuring flight hardware (Mini-camera assembly, AC adapter, USB cable and HDMI cable) which includes adding labels, adding Velcro, wrapping the cables for flammability, and updating firmware for changing default settings by 10/10/2014 for future flights.
- Perform Pre-Installation Acceptance (PIA) functional test for hardware prior to flight delivery by 9/17/2014.

- D. **Section J, Attachment J-9, Hardware List**, is hereby updated to include the following:

TABLE 1.1-E Photo and TV

Item Number	Description	Drawing/Part Number	Sustain
238	Mini-camera Assembly	SEG33124723	Sustaining shall begin on 03/02/15
239	Mini-camera AC Adapter	SEG33124724	Sustaining shall begin on 03/02/15
240	Mini-camera USB Cable	SEG33124725	Sustaining shall begin on 03/02/15
241	Mini-camera HDMI Cable	SEG33124726	Sustaining shall begin on 03/02/15

- E. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14250, "Procure and Certify next generation mini-camera to support International Space Station (ISS) Operations & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the Shelf (COTS) Hardware Certification," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. Mod 115	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (if other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A

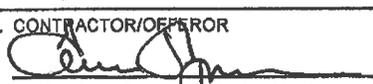
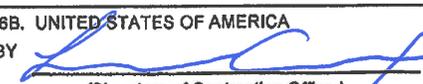
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See Continuation Page)

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9-30-2014	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/30/14

1. The purpose of this Supplemental Agreement is to make changes to the contract. This modification constitutes a full and complete equitable adjustment for the parties for the changes identified in paragraphs 2 and 3 below.
2. Section J, Attachment J-16, Deliverable Items List, is revised to delete in its entirety and replace with Attachment J-16A and Attachment J-16B, Deliverable Items List (All changes are noted by underline).
3. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete and equitable adjustments for the changes identified in the signed Supplemental Agreement, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

Table J-16A. Deliverable Items List (DIL)
CARGO MISSION CONTRACT

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE	ACTUAL DELIVERY DATE	REMARKS
1	12846	SJG33121409-603	<u>1006</u>	<u>CMC0269</u>	WPA PS PSIP01 Kit	1	Each	8/24/11	<u>8/15/11</u>	Ship-short delivery on <u>8/15/11</u> due to open verification data products. Final DD250 CMC0270 signed on <u>9/16/11</u>
2	12396	WCS1184-02	N/A	<u>CMC0271-1</u>	Urinal, Female Oblong	20	Each	9/30/11	<u>9/30/11</u>	
3	12396	199C3102P2	N/A	<u>CMC0271-2</u>	Urinal, Female Oblong	10	Each	9/30/11	<u>9/30/11</u>	
4	12964	SDG33121549-301	<u>1001, 1002, 1003, 1012, 1013, 1014, 1015</u>	<u>CMC0267</u>	T6Tp Serial/Parallel Bay Adapters	7	Each	10/20/11	<u>10/24/11</u>	A total of 7 units were delivered. <u>12964R1</u> changed Qty from <u>15</u> to <u>7</u> .
5	12853	SEG33114648-301	<u>1010, 1011, 1013</u>	<u>CMC0264</u>	PS-120 Junction Box	3	Each	4/23/12	<u>4/16/12</u>	
6	12853	SEG33114648-301	<u>1012, 1014, 1020</u>	<u>CMC0265</u>	PS-120 Junction Box	8	Each	7/31/12	<u>7/20/12</u>	
7	12853	SEG33114649-305	<u>1039-1045</u>	<u>CMC0266</u>	PS-120 Cable (10ft length)	7	Each	7/31/12	<u>4/16/12</u>	
8	13125	SJG33121409-604	<u>1007</u>	<u>CMC0291</u>	ICU PSIP01 Kit	1	Each	5/11/12	<u>5/4/12</u>	
9	13131	<u>SEG39126291-302</u>	<u>4001-4003</u>	<u>CMC0299</u>	Vacuum Cleaner Tool Pouch Assy	3	Each	7/19/12	<u>7/19/12</u>	Delay caused by a dependency on an ECZ review milestone. <u>13131R1</u> revised DD250 date. This is a modification to an existing unit, not a new delivery. Therefore, no DD250 is required.
10	13131	<u>SEG39126291-302</u>	<u>1005</u>	N/A	Vacuum Cleaner Tool Pouch Assy	1	Each	N/A		
11	13210	<u>SEG39138210-301</u>	<u>1001</u>	<u>CMC0273</u>	Food Warmer – ISSFW	1	Each	1/31/13	<u>1/31/13</u>	<u>13210R1</u> revised part number, description, and DD250 date, to incorporate the mod kit components from CR 13372.
12	13259	<u>SEG33123985-301</u>	<u>1001-1006</u>	<u>CMC0279</u>	<u>Bose Microphone Cable</u>	6	Each	5/29/12	<u>5/29/12</u>	Met repartnered delivery date with OD due to delayed ATP. <u>13259R1</u> revised part number and DIL date.
13	13259	<u>SEG33123986-301</u>	<u>1001-1006</u>	<u>CMC0280</u>	<u>Y Audio Adapter Cable</u>	6	Each	5/29/12	<u>5/29/12</u>	Met repartnered delivery date with OD due to delayed ATP. <u>13259R1</u> revised part number and DIL date.
14	13259	<u>SEG33123985-301</u>	<u>1007-1018</u>	<u>CMC0281</u>	<u>Bose Microphone Cable</u>	12	Each	6/12/12	<u>6/12/12</u>	<u>13259R1</u> revised part number.
15	13259	<u>SEG33123986-301</u>	<u>1007-1018</u>	<u>CMC0282</u>	<u>Y Audio Adapter Cable</u>	12	Each	6/12/12	<u>6/12/12</u>	<u>13259R1</u> revised part number.
16	13259	<u>SEG33123985-301</u>	<u>1019-1100</u>	<u>CMC0283</u>	<u>Bose Microphone Cable</u>	82	Each	6/30/12	<u>6/19/12</u>	<u>13259R1</u> revised part number.
17	13259	<u>SEG33123986-301</u>	<u>1019-1050</u>	<u>CMC0284</u>	<u>Y Audio Adapter Cable</u>	32	Each	6/30/12	<u>6/19/12</u>	<u>13259R1</u> revised part number.

Table J-16A. Deliverable Items List (DIL)
CARGO MISSION CONTRACT

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE	ACTUAL DELIVERY DATE	REMARKS
18	13259	<u>528-43040-1</u>	<u>N/A</u>	<u>CMC0285</u>	Headphone Extension Cable	20	Each	6/30/12	<u>6/28/12</u>	
19	13302	N/A			Trade Study Presentation to NASA	1	Each	8/31/12**	<u>8/30/12</u>	
20	13302	N/A			Delivery of White Paper based on Trade Study Presentation	1	Each	9/17/12**	<u>9/17/12</u>	<u>Data posted to myCMC</u>
21	13216	SEG33107630-305	<u>1065-1068</u>	CMC0276	Flexible Bracket Assy	4	Each	10/2012	<u>10/19/2012</u>	<u>Confirmed reconfiguration in LM Memo 12-DVW-050</u>
22	13216	SEG33107631-303	<u>1182-1228</u>	CMC0277	Multi-Use Bracket Assy	47	Each	10/2012	<u>10/29/2012</u>	<u>Confirmed reconfiguration in LM Memo 12-DVW-050</u>
23	13216	SEG33111394-303	<u>1026-1048</u>	CMC0278	Heavy Duty Clamp Assy	23	Each	10/2012	<u>10/18/2012</u>	<u>Confirmed reconfiguration in LM Memo 12-DVW-050</u>
24	13164	<u>SEG33123846-301</u>	<u>1001-1024</u>	CMC0286	iPad Tablets, Flight	24	Each	12/29/12	<u>9/14/12 (3), 12/17/12 (21)</u>	<u>32S quantities DD250'd first</u>
25	13164	<u>MC707LL/A</u>		CMC0286	iPad Tablets, Qualification and Test	14	Each	12/29/12	<u>8/9/12 (2), 8/13/12 (6), 8/27/12 (6)</u>	<u>Identified in Contracts Letter # 12-DVW-060R1</u>
26	13164	<u>IXP1-500</u>		CMC0288	iPad USB Charging Adapters	<u>14</u>	Each	12/29/12	<u>8/16/12 (3), 9/14/12 (3), 12/12/12 (8)</u>	<u>Identified in Contracts Letter # 12-DVW-060R1</u>
27	13164	<u>SEZ33124176-301</u>	<u>1001-1032</u>	CMC0287	iPod Nano MP3 Players, Flight	32	Each	12/29/12	<u>12/12/12</u>	
28	13164	<u>MC894LL/A</u>		CMC0287	iPod Nano MP3 Players, Qualification and Test	19	Each	12/29/12	<u>8/30/12 (2), 10/24/12 (9), 10/30/12 (8)</u>	<u>Identified in Contracts Letter # 12-DVW-060R1</u>
29	13222				Evidence of drawing delivery	1	Each	9/30/12**	<u>9/28/12</u>	
30	13222				Evidence of Material Assessment delivery	1	Each	9/30/12**	<u>9/28/12</u>	
31	13222				Evidence of Certification of the LVA	1	Each	9/30/12**	<u>9/28/12</u>	
32	13141	<u>SEG33124207-301</u>	<u>1M0001-1M0200</u>	<u>CMC0301</u>	Waste Trash Bag (T-01)	200	Each	6/30/13	<u>6/12/13</u>	
33	13141	<u>SEG33124208-301</u>	<u>2M0001-2M0200</u>	<u>CMC0302</u>	Waste Trash Bag (T-02)	200	Each	6/30/13	<u>6/12/13</u>	
34	13344	<u>SEG33124209-301</u>	<u>1001-1015</u>	<u>CMC0303</u>	Multi-Port USB Serial Adapter Flight	15	Each	11/30/12	<u>10/29/12 (3), 11/26/12 (12)</u>	
35	13344	Quatech ESU2-400		<u>CMC0304</u>	Multi-Port USB Serial Adapter Ground Spares	30	Each	11/30/12	<u>11/30/12</u>	
36	13343	<u>SEG33124211-301</u>	<u>1001-1024</u>	<u>CMC0305</u>	External Hard Drives - Flight	24	Each	11/30/12	<u>11/16/12 (4), 11/13/12 (6), 11/29/12 (14)</u>	
37	13343	WDBEP001BBK-01		<u>CMC0306</u>	External Hard Drives - Ground	14	Each	11/30/12	<u>11/28/12</u>	
38	13343	WDBEP001BBK-01		<u>CMC0307</u>	External Hard Drives - Test	2	Each	11/30/12	<u>11/28/12</u>	
39	13343	<u>SEG33124214-301</u>	<u>1001-1050</u>	<u>CMC0308</u>	USB Thumb Drive - Flight	50	Each	11/30/12	<u>11/28/12</u>	
40	13343	<u>USM64GQ/S</u>		<u>CMC0309</u>	USB Thumb Drive - Ground	29	Each	11/30/12	<u>11/28/12</u>	
41	13343	<u>USM64GQ/S</u>		<u>CMC0310</u>	USB Thumb Drive - Test	1	Each	11/30/12	<u>11/28/12</u>	
42	13343	<u>SEG33124213-301</u>	<u>1001-1050</u>	<u>CMC0311</u>	SD Cards - Flight	50	Each	11/30/12	<u>11/28/12</u>	
43	13343	<u>TS32GBSDHC10U1E</u>		<u>CMC0312</u>	SD Cards - Ground	29	Each	11/30/12	<u>11/28/12</u>	
44	13343	<u>TS32GBSDHC10U1E</u>		<u>CMC0313</u>	SD Cards - Test	1	Each	11/30/12	<u>11/28/12</u>	
45	13372	<u>SJG39138428-301</u>		<u>CMC0314</u>	ISS Food Warmer Mod Kit	4	Each	2/25/13	<u>2/15/13</u>	

Table J-16A. Deliverable Items List (DIL)
CARGO MISSION CONTRACT

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE	ACTUAL DELIVERY DATE	REMARKS
46	13372				Delivery, to EDMS, of White Paper based Trade Study Presentation	1	Each	5/13/13**	5/13/13	
47	13372	N/A			Trade Study Presentation to NASA at VCB and SSPCB	1	Each	8/02/13**	6/03/13 (VCB), 7/30/13 (SSPCB)	Revised date per Contract Mod 72
48	13417				Drawing Release (EDCC Upload)	1	Each	5/20/13**	5/20/13	13417R1 revised completion date due to delayed ATP.
49	13417				Certification Complete (EDMS Upload)	1	Each	6/10/13**	6/10/13	13417R1 revised completion date due to delayed ATP.
50	13314			CMC0292	S3 CAA Kit Upper Assembly	1	Each	11/04/14		
51	13314			CMC0322	S3 CAA Kit Lower Assembly	1	Each	11/04/14		
52	13314			CMC0293	P3 CAA Upper Assembly	1	Each	11/04/14		
53	13314			CMC0323	P3 CAA Lower Assembly	1	Each	11/04/14		
54	13314			CMC0294	CAA Antenna ORU	4	Each	11/04/14		
55	13314			CMC0324	CAA Antenna ORU Kit	1	Each	11/04/14		
56	13314			CMC0295	Flight Equivalent Unit (FEU) Antenna	2	Each	11/04/14		
57	13314			CMC0296	FEU Cable	2	Each	11/04/14		
58	13314			CMC0297	Ground Support Equipment (GSE) Cable	1	Each	11/04/14		
59	13314			CMC0298	Hat Couplers	2	Each	11/04/14		
60	13604				Automated External Defibrillators (AED)	4	Each	9/30/13**	5/21/13 (1), 6/11/13 (3)	
61	13604				Automated External Defibrillators (AED)	1	Each	1/04/13**	1/03/13	
62	13773	SEG33124375-301 SEG33124376-301	1001 1001	CMC0331 CMC0448	CCAA HX FSE Enclosure	1	Each	12/13/13	12/5/13	DD250 date revised per Contracts Letter # 13-DVW-029
63	13344	SEG33124210-301	1001-1015	CMC0316	USB Serial Adapter Cable - Flight	15	Each	11/30/12	10/29/12 (3), 11/26/12 (12)	Identified in Contracts Letter # 12-DVW-048
64	13343	SEG33124212-301	1001-1024	CMC0317	USB 3.0 HDD Cable - Flight	24	Each	11/30/12	11/6/2012 (4), 11/13/2012 (6), 11/28/2012 (14)	Identified in CD 13343R1
65	13343	4064-705107-000	N/A	CMC0320	USB 3.0 HDD Cable - Spares (COTS)	14	Each	11/30/12	11/28/2012	Identified in CD 13343R1
66	13343	4064-705107-000	N/A	CMC0321	USB 3.0 HDD Cable (Test)	2	Each	11/30/12	11/28/2012	Identified in CD 13343R1
67	13164	SEZ33124176-801	1001-1032	CMC0318	iPod Charging Cables	32	Each	12/29/12	12/12/2012	Identified in Contracts Letter # 12-DVW-058
68	13164	SEZ33117876-001	N/A	CMC0319	iPod Headphones	32	Each	12/29/12	12/12/2012	Identified in Contracts Letter # 12-DVW-058
69	13164	SEG33123847-801	1001-1024	CMC0288	iPad USB Charging Adapters	24	Each	12/29/12	9/14/12 (3), 12/17/12 (21)	Identified in Contracts Letter # 12-DVW-059
70	13786	TBD	TBD	CMC0384	Drill	10	Each	8/18/14		
71	13786	TBD	TBD	CMC0385	Impact Driver	10	Each	8/18/14		
72	13786	TBD	TBD	CMC0386	Fiberscope Light Source Kit***	5	Each	8/18/14		

Table J-16A. Deliverable Items List (DIL)
CARGO MISSION CONTRACT

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE	ACTUAL DELIVERY DATE	REMARKS
73	13786	TBD	TBD	CMC0427	CR 123 Lithium Ion Battery	7	Each	8/18/14		
74	13786	TBD	TBD	CMC0387	Soldering Iron Station	5	Each	8/18/14		
75	13786	TBD	TBD	CMC0428	Soldering Iron Tip, 700° F, 1/8"	5	Each	8/18/14		
76	13786	TBD	TBD	CMC0429	Soldering Iron Tip, 700° F, 1/16"	5	Each	8/18/14		
77	13786	TBD	TBD	CMC0430	Soldering Iron Tip, 700° F, 1/32"	5	Each	8/18/14		
78	13786	TBD	TBD	CMC0431	Soldering Iron Tip, 800° F, 1/8"	5	Each	8/18/14		
79	13786	TBD	TBD	CMC0432	Soldering Iron Tip, 800° F, 1/16"	5	Each	8/18/14		
80	13786	TBD	TBD	CMC0433	Soldering Iron Tip, 800° F, 1/32"	5	Each	8/18/14		
81	13966	528-21376-1	TBD	CMC0449	IVIS power cables	7	Each	5/26/14		
82	14143	PA-155	TBD	CMC0474	Keenboard Assembly	1	Each	11/28/2014		
83	14143	TBD	TBD	CMC0475	Removable Pocket	1	Each	1/30/2015		
84	14002	TBD	TBD	CMC0451	ISS Food Warmer	2	Each	9/23/2016		
85	14002	TBD	TBD	CMC0452	ISS Food Warmer Power Cable	2	Each	9/23/2016		
86	14002	TBD	TBD	CMC0453	ISS Food Warmer Heater Plate	3	Each	9/23/2016		
87	14002	TBD	TBD	CMC0454	ISS Food Warmer Control Panel	2	Each	9/23/2016		
88	14002	TBD	TBD	CMC0455	ISS Food Warmer Circuit Board	2	Each	9/23/2016		
89	14002	TBD	TBD	CMC0456	ISS Food Warmer Foam Insulation Panel	6	Each	9/23/2016		
90	14002	TBD	TBD	CMC0457	ISS Food Warmer Food Restraint	18	Each	9/23/2016		
91	14175	TBD	TBD	CMC0472	ESD Kit	8	Each	3/30/2015		

*LM ID Number is assigned with actual DD250 delivery date.

** No DD250 is required for this item.

***Note: Fiberscope Light Source Kit includes quantity 1 each Light Source, Adapter, and Battery.

Table J-16B. Task Order (TO) Deliverable Items List (DIL)
CARGO MISSION CONTRACT

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE	ACTUAL DELIVERY DATE	REMARKS
1	12804	SEB13100134-305	N/A	CMC0252	Jettison Stowage Bags	60	Each	11/30/11	11/15/11	Pre-negotiated approval to delay initial delivery since all JSBs would be delivered at same time from the vendor. Therefore, all 100 were combined on one DD250 (CMC0252). New dates are reflected in 12804R1.
2	12804	SEB13100134-305	N/A	CMC0253	Jettison Stowage Bags	20	Each	12/2011	11/15/11	
3	12804	SEB13100134-305	N/A	CMC0254	Jettison Stowage Bags	20	Each	2/2012	11/15/11	
4	12804	SEG3311806-301	1127-1158	CMC0258	M02 Bag Assembly	30	Each	11/2012	12/2/11	
5	12804	SEG33122042-301	4087-4106	CMC0243	Redesigned Cargo Transfer Bags (0.5 CTB)	20	Each	1/2012	1/10/12	
6	12804	SEG33122045-301	4002-4031	CMC0249	Redesigned Cargo Transfer Bags (3.0 CTB)	30	Each	2/28/12	1/12/12 (15) 2/9/12 (15)	Pre-negotiated approval for February delivery of 15 units. 12804R3 updated DIL date.
7	12804	SEG3311805-301	1123-1136, 1164-1169	CMC0255	M01 Bag Assembly	20	Each	11/2012	1/17/12 (14) 6/7/12 (6)	
8	12804	SEG33122043-301	4037-4066	CMC0246	Redesigned Cargo Transfer Bags (1.0 CTB)	30	Each	2/28/12	2/9/12	Pre-negotiated approval for February delivery. 12804R3 updated DIL date.
9	12804	SEG3311806-301	1159-1222	CMC0259	M02 Bag Assembly	50	Each	5/2013	2/15/12	
10	12804	SEG3311805-301	1137-1163, 1170-1172	CMC0256	M01 Bag Assembly	30	Each	5/2013	2/27/12 (27) 6/7/12 (3)	
11	12804	SEG33122042-301	4107-4156	CMC0244	Redesigned Cargo Transfer Bags (0.5 CTB)	50	Each	6/2012	4/3/12	
12	12804	SEG3311806-301	1223-1284	CMC0260	M02 Bag Assembly	78	Each	10/2013	4/12/12	
13	12804	SEG33122043-301	4067-4126	CMC0247	Redesigned Cargo Transfer Bags (1.0 CTB)	60	Each	6/2012	5/10/12	
14	12804	SEG33122045-301	4032-4071	CMC0250	Redesigned Cargo Transfer Bags (3.0 CTB)	40	Each	6/2012	5/10/12	
15	12804	SEG3311805-301	1173-1190	CMC0257	M01 Bag Assembly	18	Each	10/2013	6/7/12	
16	12804	SEG33122042-301	4157-4227	CMC0245	Redesigned Cargo Transfer Bags (0.5 CTB)	71	Each	3/2013	2/27/2013	12804R2 revised DD250 date.
17	12804	SEG33122043-301	4127-4217	CMC0248	Redesigned Cargo Transfer Bags (1.0 CTB)	91	Each	3/2013	8/16/12 (60), 1/24/13 (31)	12804R2 revised DD250 date.
18	12804	SEG33122045-301	4072-4111	CMC0251	Redesigned Cargo Transfer Bags (3.0 CTB)	40	Each	3/2013	3/22/2013	12804R2 revised DD250 date.
19	12804	SEG33122044-301	4002-4051	CMC0289	Redesigned Cargo Transfer Bags (2.0 CTB)	50	Each	10/2012	10/18/12	
20	12804	SEG33122044-301	4052-4101	CMC0290	Redesigned Cargo Transfer Bags (2.0 CTB)	50	Each	1/2013	12/12/12	
21	12804	SEG33122042-301	4228-4427	CMC0326	Redesigned Cargo Transfer Bags (0.5 CTB)	200	Each	11/12/2013	9/12/13	12804R5 revised DD250 date.

Table J-16B. Task Order (TO) Deliverable Items List (DIL)
CARGO MISSION CONTRACT

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE	ACTUAL DELIVERY DATE	REMARKS
22	<u>12804</u>	<u>SEG33122043-301</u>	<u>4218-4392</u>	<u>CMC0327</u>	Redesigned Cargo Transfer Bags (1.0 CTB)	<u>175</u>	<u>Each</u>	<u>11/12/2013</u>	<u>10/17/13</u>	<u>12804R5 revised DD250 date.</u>
23	<u>12804</u>	<u>SEG33122044-301</u>	<u>4102-4201</u>	<u>CMC0328</u>	Redesigned Cargo Transfer Bags (2.0 CTB)	<u>100</u>	<u>Each</u>	<u>2/12/2014</u>	<u>10/18/13</u>	<u>12804R5 revised DD250 date.</u>
24	<u>12804</u>	<u>SEB13100134-306</u>	<u>1101-1250</u>	<u>CMC0329</u>	Jettison Stowage Bags	<u>150</u>	<u>Each</u>	<u>2/12/2014</u>	<u>1/16/14</u>	<u>12804R5 revised DD250 date.</u>
25	<u>12804</u>	<u>SEG33111806-301</u>	<u>1285-1324</u>	<u>CMC0330</u>	M02 Stowage Bag	<u>75</u>	<u>Each</u>	<u>09/30/2014</u>	<u>1/16/14 (40)</u>	<u>Task Order 2, Revision 1, revised DD250 date.</u>
26	<u>13767</u>	<u>TBD</u>		<u>CMC0333</u>	D4 Camera - Flight Configuration	<u>20</u>	<u>Each</u>	<u>8/29/14</u>		
27	<u>13767</u>	<u>TBD</u>		<u>CMC0334</u>	D4 Camera - COTS Configuration	<u>8</u>	<u>Each</u>	<u>8/29/14</u>		
28	<u>13767</u>	<u>TBD</u>		<u>CMC0335</u>	D4 Battery - Flight Configuration	<u>63</u>	<u>Each</u>	<u>8/29/14</u>		
29	<u>13767</u>	<u>TBD</u>		<u>CMC0389</u>	D4 Battery - COTS Configuration	<u>23</u>	<u>Each</u>	<u>8/29/14</u>		
30	<u>13767</u>	<u>TBD</u>		<u>CMC0336</u>	D4 Battery Charger - Flight Configuration	<u>6</u>	<u>Each</u>	<u>8/29/14</u>		
31	<u>13767</u>	<u>TBD</u>		<u>CMC0337</u>	D4 Battery Charger - COTS Configuration	<u>22</u>	<u>Each</u>	<u>8/29/14</u>		
32	<u>13767</u>	<u>TBD</u>		<u>CMC0338</u>	D4 Power Supply - Flight Configuration	<u>9</u>	<u>Each</u>	<u>8/29/14</u>		
33	<u>13767</u>	<u>TBD</u>		<u>CMC0339</u>	D4 Power Supply - COTS Configuration	<u>5</u>	<u>Each</u>	<u>8/29/14</u>		
34	<u>13767</u>	<u>TBD</u>		<u>CMC0340</u>	AC Battery Insert - Flight Configuration	<u>9</u>	<u>Each</u>	<u>8/29/14</u>		
35	<u>13767</u>	<u>TBD</u>		<u>CMC0390</u>	AC Battery Insert - COTS Configuration	<u>5</u>	<u>Each</u>	<u>8/29/14</u>		
36	<u>13767</u>	<u>TBD</u>		<u>CMC0341</u>	Compact Flash Cards - Flight Configuration	<u>40</u>	<u>Each</u>	<u>8/29/14</u>		
37	<u>13767</u>	<u>TBD</u>		<u>CMC0391</u>	Compact Flash Cards - COTS Configuration	<u>28</u>	<u>Each</u>	<u>8/29/14</u>		
38	<u>13767</u>	<u>TBD</u>		<u>CMC0342</u>	Lens, 16mm EVA - Flight Configuration	<u>5</u>	<u>Each</u>	<u>8/29/14</u>		
39	<u>13767</u>	<u>TBD</u>		<u>CMC0392</u>	Lens, 16mm EVA - COTS Configuration	<u>1</u>	<u>Each</u>	<u>8/29/14</u>		
40	<u>13767</u>	<u>SED33105019-301</u>		<u>CMC0343</u>	Lens, 28mm f/2.8 EVA - Flight Configuration	<u>7</u>	<u>Each</u>	<u>8/29/14</u>		
41	<u>13767</u>	<u>TBD</u>		<u>CMC0393</u>	Lens, 28mm f/2.8 EVA - COTS Configuration	<u>1</u>	<u>Each</u>	<u>8/29/14</u>		
42	<u>13767</u>	<u>TBD</u>		<u>CMC0344</u>	52mm Lens Filter Ring - Flight Configuration	<u>6</u>	<u>Each</u>	<u>8/29/14</u>		
43	<u>13767</u>	<u>TBD</u>		<u>CMC0394</u>	52mm Lens Filter Ring - COTS Configuration	<u>1</u>	<u>Each</u>	<u>8/29/14</u>		
44	<u>13767</u>	<u>TBD</u>		<u>CMC0345</u>	Lens, 24mm f/1.4 - Flight Configuration	<u>5</u>	<u>Each</u>	<u>8/29/14</u>		

Table J-16B. Task Order (TO) Deliverable Items List (DIL)
CARGO MISSION CONTRACT

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE	ACTUAL DELIVERY DATE	REMARKS
45	<u>13767</u>	<u>TBD</u>		<u>CMC0395</u>	<u>Lens, 24mm f/1.4 - COTS Configuration</u>	<u>4</u>	<u>Each</u>	<u>8/29/14</u>		
46	<u>13767</u>	<u>SEZ33121954-301</u>		<u>CMC0346</u>	<u>Lens, 14-24mm - Flight Configuration</u>	<u>5</u>	<u>Each</u>	<u>8/29/14</u>		
47	<u>13767</u>	<u>TBD</u>		<u>CMC0396</u>	<u>Lens, 14-24mm - COTS Configuration</u>	<u>4</u>	<u>Each</u>	<u>8/29/14</u>		
48	<u>13767</u>	<u>TBD</u>		<u>CMC0347</u>	<u>Lens, 24-70mm - Flight Configuration</u>	<u>6</u>	<u>Each</u>	<u>8/29/14</u>		
49	<u>13767</u>	<u>TBD</u>		<u>CMC0397</u>	<u>Lens, 24-70mm - COTS Configuration</u>	<u>6</u>	<u>Each</u>	<u>8/29/14</u>		
50	<u>13767</u>	<u>TBD</u>		<u>CMC0348</u>	<u>Lens Bumper Cap, 77mm - Flight Configuration</u>	<u>15</u>	<u>Each</u>	<u>8/29/14</u>		
51	<u>13767</u>	<u>TBD</u>		<u>CMC0398</u>	<u>Lens Bumper Cap, 77mm - COTS Configuration</u>	<u>6</u>	<u>Each</u>	<u>8/29/14</u>		
52	<u>13767</u>	<u>TBD</u>		<u>CMC0349</u>	<u>Lens Bumper Cap, 52mm - Flight Configuration</u>	<u>6</u>	<u>Each</u>	<u>8/29/14</u>		
53	<u>13767</u>	<u>TBD</u>		<u>CMC0399</u>	<u>Lens Bumper Cap, 52mm - COTS Configuration</u>	<u>2</u>	<u>Each</u>	<u>8/29/14</u>		
54	<u>13767</u>	<u>TBD</u>		<u>CMC0350</u>	<u>50-500 Sigma - Flight Configuration</u>	<u>3</u>	<u>Each</u>	<u>8/29/14</u>		
55	<u>13767</u>	<u>TBD</u>		<u>CMC0400</u>	<u>50-500 Sigma - COTS Configuration</u>	<u>3</u>	<u>Each</u>	<u>8/29/14</u>		
56	<u>13767</u>	<u>TBD</u>		<u>CMC0351</u>	<u>Lens Bumper Cap, 95mm - Flight Configuration</u>	<u>3</u>	<u>Each</u>	<u>8/29/14</u>		
57	<u>13767</u>	<u>TBD</u>		<u>CMC0401</u>	<u>Lens Bumper Cap, 95mm - COTS Configuration</u>	<u>2</u>	<u>Each</u>	<u>8/29/14</u>		
58	<u>13767</u>	<u>TBD</u>		<u>CMC0352</u>	<u>Lens, 70-200mm - Flight Configuration</u>	<u>4</u>	<u>Each</u>	<u>8/29/14</u>		
59	<u>13767</u>	<u>TBD</u>		<u>CMC0402</u>	<u>Lens, 70-200mm - COTS Configuration</u>	<u>2</u>	<u>Each</u>	<u>8/29/14</u>		
60	<u>13767</u>	<u>TBD</u>		<u>CMC0353</u>	<u>Lens, 800mm - Flight Configuration</u>	<u>3</u>	<u>Each</u>	<u>8/29/14</u>		
61	<u>13767</u>	<u>TBD</u>		<u>CMC0403</u>	<u>Lens, 800mm - COTS Configuration</u>	<u>1</u>	<u>Each</u>	<u>8/29/14</u>		
62	<u>13767</u>	<u>TBD</u>		<u>CMC0354</u>	<u>Flash Ring Adapter - Flight Configuration</u>	<u>4</u>	<u>Each</u>	<u>8/29/14</u>		
63	<u>13767</u>	<u>TBD</u>		<u>CMC0404</u>	<u>Flash Ring Adapter - COTS Configuration</u>	<u>3</u>	<u>Each</u>	<u>8/29/14</u>		
64	<u>13767</u>	<u>TBD</u>		<u>CMC0355</u>	<u>800mm Lens Cap - Flight Configuration</u>	<u>3</u>	<u>Each</u>	<u>8/29/14</u>		
65	<u>13767</u>	<u>TBD</u>		<u>CMC0405</u>	<u>800mm Lens Cap - COTS Configuration</u>	<u>1</u>	<u>Each</u>	<u>8/29/14</u>		
66	<u>13767</u>	<u>TBD</u>		<u>CMC0356</u>	<u>Lens, 1.4x Tele-converters - Flight Configuration</u>	<u>3</u>	<u>Each</u>	<u>8/29/14</u>		
67	<u>13767</u>	<u>TBD</u>		<u>CMC0406</u>	<u>Lens, 1.4x Tele-converters - COTS Configuration</u>	<u>1</u>	<u>Each</u>	<u>8/29/14</u>		

Table J-16B. Task Order (TO) Deliverable Items List (DIL)
CARGO MISSION CONTRACT

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE	ACTUAL DELIVERY DATE	REMARKS
68	<u>13767</u>	<u>TBD</u>		<u>CMC0362</u>	<u>Circular Polarizer Filter 77mm - Flight Configuration</u>	<u>8</u>	<u>Each</u>	<u>8/29/14</u>		
69	<u>13767</u>	<u>TBD</u>		<u>CMC0407</u>	<u>Circular Polarizer Filter 77mm - COTS Configuration</u>	<u>8</u>	<u>Each</u>	<u>8/29/14</u>		
70	<u>13767</u>	<u>TBD</u>		<u>CMC0408</u>	<u>52mm to 77mm Filter Ring Adapter - Flight Configuration</u>	<u>4</u>	<u>Each</u>	<u>8/29/14</u>		
71	<u>13767</u>	<u>TBD</u>		<u>CMC0409</u>	<u>52mm to 77mm Filter Ring Adapter - COTS Configuration</u>	<u>4</u>	<u>Each</u>	<u>8/29/14</u>		
72	<u>13767</u>	<u>TBD</u>		<u>CMC0410</u>	<u>62mm to 77mm Filter Ring Adapter - Flight Configuration</u>	<u>4</u>	<u>Each</u>	<u>8/29/14</u>		
73	<u>13767</u>	<u>TBD</u>		<u>CMC0411</u>	<u>62mm to 77mm Filter Ring Adapter - COTS Configuration</u>	<u>4</u>	<u>Each</u>	<u>8/29/14</u>		
74	<u>13767</u>	<u>TBD</u>		<u>CMC0412</u>	<u>72mm to 77mm Filter Ring Adapter - Flight Configuration</u>	<u>8</u>	<u>Each</u>	<u>8/29/14</u>		
75	<u>13767</u>	<u>TBD</u>		<u>CMC0413</u>	<u>72mm to 77mm Filter Ring Adapter - COTS Configuration</u>	<u>8</u>	<u>Each</u>	<u>8/29/14</u>		
76	<u>13767</u>	<u>TBD</u>		<u>CMC0363</u>	<u>Circular Polarizer Filter 95mm - Flight Configuration</u>	<u>4</u>	<u>Each</u>	<u>8/29/14</u>		
77	<u>13767</u>	<u>TBD</u>		<u>CMC0414</u>	<u>Circular Polarizer Filter 95mm - COTS Configuration</u>	<u>4</u>	<u>Each</u>	<u>8/29/14</u>		
78	<u>13767</u>	<u>TBD</u>		<u>CMC0415</u>	<u>SC-29 Flash cord - Flight Configuration</u>	<u>6</u>	<u>Each</u>	<u>8/29/14</u>		
79	<u>13767</u>	<u>TBD</u>		<u>CMC0416</u>	<u>SC-29 Flash cord - COTS Configuration</u>	<u>4</u>	<u>Each</u>	<u>8/29/14</u>		
80	<u>13767</u>	<u>TBD</u>		<u>CMC0367</u>	<u>Compact Flash Card reader - COTS Configuration</u>	<u>5</u>	<u>Each</u>	<u>8/29/14</u>		
81	<u>13767</u>	<u>TBD</u>		<u>CMC0368</u>	<u>95mm Bumper Ring - Flight Configuration</u>	<u>2</u>	<u>Each</u>	<u>8/29/14</u>		
82	<u>13767</u>	<u>TBD</u>		<u>CMC0417</u>	<u>95mm Bumper Ring - COTS Configuration</u>	<u>2</u>	<u>Each</u>	<u>8/29/14</u>		
83	<u>13767</u>	<u>TBD</u>		<u>CMC0369</u>	<u>77mm Bumper Ring - Flight Configuration</u>	<u>15</u>	<u>Each</u>	<u>8/29/14</u>		
84	<u>13767</u>	<u>TBD</u>		<u>CMC0370</u>	<u>52mm Bumper Ring - Flight Configuration</u>	<u>7</u>	<u>Each</u>	<u>8/29/14</u>		
85	<u>13767</u>	<u>TBD</u>		<u>CMC0372</u>	<u>Camera Thermal Blanket - Flight Configuration</u>	<u>5</u>	<u>Each</u>	<u>8/29/14</u>		
86	<u>13767</u>	<u>TBD</u>		<u>CMC0418</u>	<u>Camera Thermal Blanket - COTS Configuration</u>	<u>2</u>	<u>Each</u>	<u>8/29/14</u>		
87	<u>13767</u>	<u>TBD</u>		<u>CMC0374</u>	<u>Lens cap - Flight Configuration</u>	<u>5</u>	<u>Each</u>	<u>8/29/14</u>		
88	<u>13767</u>	<u>TBD</u>		<u>CMC0419</u>	<u>Lens cap - COTS Configuration</u>	<u>2</u>	<u>Each</u>	<u>8/29/14</u>		
89	<u>13767</u>	<u>TBD</u>		<u>CMC0375</u>	<u>Lens Accessory Pouch - Flight Configuration</u>	<u>2</u>	<u>Each</u>	<u>8/29/14</u>		
90	<u>13767</u>	<u>TBD</u>		<u>CMC0420</u>	<u>Lens Accessory Pouch - COTS Configuration</u>	<u>2</u>	<u>Each</u>	<u>8/29/14</u>		
91	<u>13767</u>	<u>TBD</u>		<u>CMC0376</u>	<u>EVA Flash battery replacement - Flight Configuration</u>	<u>60</u>	<u>Each</u>	<u>8/29/14</u>		

Table J-16B. Task Order (TO) Deliverable Items List (DIL)
CARGO MISSION CONTRACT

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE	ACTUAL DELIVERY DATE	REMARKS
<u>92</u>	<u>13767</u>	<u>TBD</u>		<u>CMC0421</u>	<u>EVA Flash battery replacement</u>	<u>2</u>	<u>Each</u>	<u>8/29/14</u>		
<u>93</u>	<u>13767</u>	<u>14025482</u>	<u>2071153 -</u> <u>2071162</u>	<u>CMC0422</u>	<u>D4 Camera</u>	<u>10</u>	<u>Each</u>	<u>11/29/13</u>	<u>2/12/2014</u>	<u>DD1149 CMC-001268</u>
<u>94</u>	<u>13767</u>	<u>14002191</u>	<u>52118475 -</u> <u>52118483,</u> <u>52118486</u>	<u>CMC0423</u>	<u>Lens, 28-300mm f/3.5/5</u>	<u>10</u>	<u>Each</u>	<u>11/29/13</u>	<u>2/18/2014</u>	<u>DD1149 CMC-001279</u>
<u>95</u>	<u>13767</u>	<u>MC7</u>	<u>N/A</u>	<u>CMC0424</u>	<u>MC7 AF 2.0 DGX 2X</u> <u>Telephoto Converter</u>	<u>10</u>	<u>Each</u>	<u>11/29/13</u>	<u>11/19/13</u>	<u>DD1149 CMC-001145</u>
<u>96</u>	<u>13767</u>	<u>27057</u>	<u>N/A</u>	<u>CMC0425</u>	<u>D4 Power Supply</u>	<u>10</u>	<u>Each</u>	<u>11/29/13</u>	<u>11/27/13</u>	<u>DD1149 CMC-001164</u>
<u>97</u>	<u>13767</u>	<u>27054</u>	<u>N/A</u>	<u>CMC0426</u>	<u>AC Battery Insert (Nikon EP-6)</u>	<u>10</u>	<u>Each</u>	<u>11/29/13</u>	<u>11/27/13</u>	<u>(7) DD1149 CMC-001164</u> <u>(3) DD1149 CMC-001175</u>
<u>98</u>	<u>12804</u>	<u>SEG3317683-301</u>	<u>1010-1012,</u> <u>1007-1009,</u> <u>1013-1020</u>	<u>CMC0434</u>	<u>M03 Bag Assembly</u>	<u>14</u>	<u>Each</u>	<u>05/12/14</u>	<u>1/31/14 (3),</u> <u>3/13/14 (11)</u>	

*LM ID Number is assigned with actual DD250 delivery date.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. Mod 118	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

Is extended, Is not extended.

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

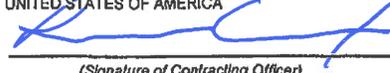
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
<input type="checkbox"/>	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14308, "Procure and Certify RED® Dragon Camera System for International Space Station (ISS) Operations & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the Shelf (COTS) Hardware Certification."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9-30-2014	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/30/14

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
116		COTS: Procure and Certify RED® Dragon Camera System for International Space Station (ISS) Operations & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the Shelf (COTS) Hardware Certification	

B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.12 Certification support and flight processing of the RED® Dragon Camera System to support International Space Station (ISS) Operations & Utilization (SSCN 014308)

C. **Section C, Statement of Work**, is hereby updated to add the following:

6.12 Certification support and flight processing of the RED® Dragon Camera System to support International Space Station (ISS) Operations & Utilization (SSCN 014308).

The contractor shall perform the following tasks by October 31, 2014:

- Develop drawings (quantity four (4)) for the RED® Dragon Camera System.
- Procure and apply flight labels to flight hardware.
- Configure hardware for flight.
- Develop and execute Pre-flight Functional test with NASA Photo/TV Group input.
- Assemble hardware for flight per RED® Dragon Pre-assembly Procedures.
- Provide a quantity of one (1) Camcorder Rail Adapter, Part Number SEG33113205-301, from inventory for integration to the RED® Camera.

The contractor shall complete the following tasks to support hardware certification by November 7, 2014:

- Release drawings (quantity four (4)) for the RED® Dragon Camera System into the Engineering Drawing Control Center (EDCC).
- Provide thermal analysis for touch temperature verification.
- Provide Pre-flight Functional test report.

These tasks shall be completed based on a delivery of the RED® Dragon Camera System hardware from the NASA Avionics and Software Office by 10/06/2014.

The contractor shall deliver (via DD1149) the RED® Dragon Camera System hardware to the Government sixty (60) days following hardware return from the ISS.

D. **Section J, Attachment J-18, Government Furnished Data**, is hereby updated to include the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Angela Olstad	OD	Brad Henry		RED® Dragon Pre-assembly Procedures (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		NASA Photo/TV Group input for Pre-flight Functional Test (SSCN 14308)	SpX5	10/6/2014

E. **Section J, List of Attachments**, is hereby updated to include the following:

J-19	Government Furnished Equipment
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F. Section J, Attachment J-19, Government Furnished Equipment, is hereby to add the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Angela Olstad	OD	Brad Henry		RED® Epic-M Dragon (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Nikon Lens Mount (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Side Handle (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Quickplate Module (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Adapter Module (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		A-box Microphone Adapter (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Accessory Shoe (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Tactical Top Plate 2.0 (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Tactical Top Handle (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		100mm Swat Rail (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Tactical Left Adapter (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Tactical Rib (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Positive Lock Mount (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		RED Touch 9" liquid crystal display (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Electronic Viewfinder (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Gunner Handle (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		5" RED® Arm (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Battery (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		240GB solid state drive (SSD) (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		1.8" SSD Reader (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Battery Charger (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Power Cable (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		Display Cable (SSCN 14308)	SpX5	10/6/2014
Angela Olstad	OD	Brad Henry		USB Cable (SSCN 14308)	SpX5	10/6/2014

- G. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14308, "Procure and Certify RED® Dragon Camera System for International Space Station (ISS) Operations & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the Shelf (COTS) Hardware Certification," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 117		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BG		7. ADMINISTERED BY (If other than Item 6) CODE BG	
NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058			NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

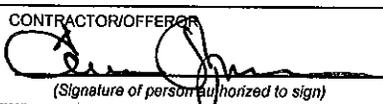
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
<input type="checkbox"/>	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14116, "Assess simplification for a number of hardware items sustained on the Cargo Mission Contract (CMC)."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
16B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16C. DATE SIGNED 10.30.2014	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
117		Assess simplification for a number of hardware items sustained on the Cargo Mission Contract (CMC)	

B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.13 Sustained Hardware COTS Assessments, Packed WTB Launch Certification and AED Life Extension (SSCN 014116)

C. **Section C, Statement of Work**, is hereby updated to add the following:

6.13 Sustained Hardware COTS Assessments, Packed WTB Launch Certification and AED Life Extension (SSCN 014116)

The contractor shall perform the following:

- 1) Identify Commercial Off The Shelf (COTS) alternatives for the following by 1/9/2015:
 - a. Jettison Stowage Bags (JSBs) (P/N SEB13100134-306);
 - b. Redesigned Cargo Transfer Bags (RCTBs) (P/Ns SEG33122042-301, SEG33122043-301, SEG33122044-301, SEG33122045-301);
 - c. M-Bags (P/Ns SEG33117683-301, SEG33111805-301, SEG33111806-301).
- 2) Identify changes to the current JSB and RCTBs (all models) designs to decrease their cost per unit. Task includes creation of prototype re-designed bag drawings by 2/27/2015.
- 3) Certify the Waste Transfer Bags (WTBs) (P/Ns SEG33124207-301, SEG33124208-301) for launch in a packed configuration (re-certification to include assessments for launch and landing on SpaceX and launch on ATV, HTV, and Cygnus) by 2/27/2015.
- 4) Identify lower cost than current hardware COTS options for mechanical pencils (P/Ns SED33102093-309 & -310), fanny packs (P/Ns SED12100665-301 & -302), tethers (P/N 528-20144-3) and helmet stowage bags (P/N SKD13101494-305) used by the crew and dry material collection using the Direct Current (DC) vacuum (P/N SEG39123308-302) by 1/16/2015.
- 5) Perform a feasibility study to determine how long the life of the current Auxiliary External Defibrillator (AED) units (P/N SEG52101600-301) can be extended by 2/27/2015.
- 6) Present results at the Vehicle Control Board (VCB) and Space Station Control Board (SSPCB) by 3/27/2015.

D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14116, "Assess simplification for a number of hardware items sustained on the Cargo Mission Contract (CMC)," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 118	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

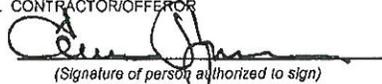
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14149, "Establish ground processing capability for the Waste and Hygiene Compartment (WHC) Wetted Components at the Kennedy Space Center (KSC)."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10.30.2014
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 10/31/14

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
118		Establish ground processing capability for the Waste and Hygiene Compartment (WHC) Wetted Components at the Kennedy Space Center (KSC)	

- B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.14 Waste and Hygiene Compartment (WHC) Wetted Components Cargo Processing at the Kennedy Space Center (KSC) (SSCN 14149)

- C. **Section C, Statement of Work**, is hereby updated to add the following:

6.14 Waste and Hygiene Compartment (WHC) Wetted Components Cargo Processing at the Kennedy Space Center (KSC) (SSCN 14149)

The contractor shall perform the packing and cargo integration process for the WHC wetted components hardware at the Kennedy Space Center (KSC) through September 30, 2016

- D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14149, "Establish ground processing capability for the Waste and Hygiene Compartment (WHC) Wetted Components at the Kennedy Space Center (KSC)," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 119	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200533357	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Increase funding by \$3,214,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

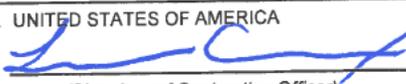
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate incremental funding in accordance with Section B.4 NFS Contract Funding. This change increases the amount of funding by \$3,214,000.00 from \$96,459,310.63 to \$99,673,310.63.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11/12/14

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b) (4). This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through February 9, 2015.
- (b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is (b) (4)

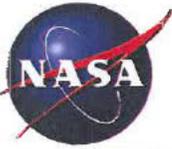
The TOTAL FP amount obligated and available is (b) (4)

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.



NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION
NASA SHARED SERVICES CENTER
STENNIS SPACE CENTER, MS 39529-6000

Award Fee Payment Transmittal

Urgent - This Payment Must be Processed Immediately

Attach Award Fee Modification and Send Form by E-mail to NSSC-AccountsPayable@nasa.gov or Fax to 866-209-5415

1. Contract Number: NNJ10GA35C	2. Contractor Name: Lockheed Marting Integrated Systems, Inc.	3. Modification Number: 120
4. Authorized Payment Amount: (b) (4)	5. NASA Center: JSC - Johnson Space Center	
6. Center Point of Contact (POC): Learon Comeaux/Contracting Officer		7. Center POC Phone Number: (281) 483-6525

8. Comments:

1. The purpose of this modification is to recognize the award fee earned for evaluation Period 7, which was from April 1, 2014 through September 30, 2014. The FDO has determined that a score of 98 – Excellent has been earned for Period 7.

Period 7: Available Award Fee Pool			
Provisional Billing Amount (80%)			\$ (b) (4)
Invoice No.	Month	Amt	
99	Apr	\$ (b) (4)	
102	May	\$ (b) (4)	
105	Jun	\$ (b) (4)	
109	Jul	\$ (b) (4)	
111	Aug	\$ (b) (4)	
114	Sep	\$ (b) (4)	
Sum of Provisional Billings			\$ (b) (4)
Balance			
Earned Fee Amount:		98%	\$ (b) (4)
Earned Fee Modification Amount			\$ (b) (4)

2. **Section B.7 Award Fee:** B.7 has been updated to include the Award Fee earned for Period 7. As a result of this change, page B-5 is hereby attached.

CARGO MISSION CONTRACT

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Table B-5 Available and Earned Fee								
Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod		
1	04/01/11 – 09/30/11	(b) (4)	(b) (4)	96	Excellent	Mod 20		
2	10/01/11 – 03/31/12			96	Excellent	Mod 35		
3	04/01/12 – 09/30/12			97	Excellent	Mod 53		
4	10/01/12 – 03/31/13			97	Excellent	Mod 67		
5	04/01/13 – 09/30/13			98	Excellent	Mod 86		
6	10/01/13 – 03/31/14			97	Excellent	Mod 101		
TOTAL								
Option 1	Evaluation Periods							
7	04/01/14 – 09/30/14					98	Excellent	Mod 120
8	10/01/14 – 03/31/15				\$ -			
Option 2	Evaluation Periods				\$ -			
9	04/01/15 – 09/30/15				\$ -			
10	10/01/15 – 03/31/16				\$ -			
Option 3	Evaluation Periods				\$ -			
11	04/01/16 – 09/30/16		\$ -					
12	10/01/16 – 03/31/17		\$ -					
Option 4	Evaluation Periods		\$ -					
13	04/01/17 – 09/30/17		\$ -					
14	10/01/17 – 03/31/18		\$ -					

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 121		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BG		7. ADMINISTERED BY (If other than Item 6) CODE BG	
NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058			NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

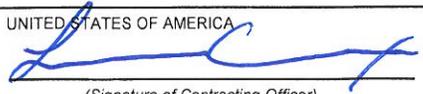
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Unilateral modification issuing stop-work order under authority FAR 52.242-15 (AUG 1989)(ALT I)(APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to issue a Stop-Work Order for items referenced on the continuation page

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 11/17/14

Stop-Work Order Issuance

Consistent with FAR 52.242-15 (ALT I), "Stop-Work Order," the contractor is hereby directed to immediately stop work on the following task issued under Space Station Change Number (SSCN) 14116 that was executed in contract modification 117:

- Perform a feasibility study to determine how long the life of the current Auxiliary External Defibrillator (AED) units (P/N SEG52101600-301) can be extended by 2/27/2015.

The 90-Day Stop-Work Order period begins on the date in block 16C of this modification.

Upon receipt of this order, the contractor shall immediately comply with the terms of FAR 52.242-15. The contractor shall not issue any further orders or subcontracts for materials or services and shall take all reasonable steps to minimize the incurrence of all costs allocable to the work covered by the order during the period of work stoppage. Consistent with FAR 52.242-15, further direction will follow.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 122	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Corporation
IS&GS Engineering Services Segment
700 N. Frederick Ave.
Gaithersburg, MD 20879-3328

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

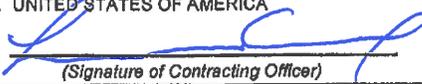
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X d. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See Continuation Page)

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12-17-2014
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/17/14

1. The purpose of this Administrative Changes is to make changes to the contract. This modification constitutes a full and complete equitable adjustment for the parties for the changes identified in paragraph 2 below.
2. The DUNS number is changed from 805258373 to 147286269 and the Cage code number is changed from 77609 to 3VRH3.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 124	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200537780	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Corporation
IS&GS Engineering Services
Segment 700 N. Frederick Ave.
Gaithersburg, MD 20879-3328

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase funding by \$2,877,500.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation page for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer	
16B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 1/9/15

The purpose of this modification is to incrementally fund the contract as follows:

This contract is funded by **\$2,877,500.00**, from **\$99,673,310.63** to **\$102,550,810.63**.

1) Section B, Clause B.4 Contract Funding is deleted in its entirety and replaced with the following:

B.4 CONTRACT FUNDING

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract [REDACTED] This allotment is for mission and program integration services and covers the following estimated period of performance: February 1, 2013 through **March 30, 2015**.
- (b) An additional amount of [REDACTED] obligated under this contract for payment of fee.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 125		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kelly L. Rubio Houston, TX 77058		7. ADMINISTERED BY (if other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Corporation
IS&GS Engineering Services Segment
700 N. Frederick Ave.
Gaithersburg, MD 20879-3328

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

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12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See Continuation Page)

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2.11.2015	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/12/2015

The purpose of this modification is to make changes to the contract as follows:

1. Section F, Deliveries or Performance, F.3 Period of Performance, is hereby delete in its entirety and replace with the following (all changes are noted with strikethrough and underline):

F.3 PERIOD OF PERFORMANCE

The basic period of performance of this contract shall be from April 1, 2011, through ~~March 31, 2014~~March 31, 2015. Task Orders placed prior to the expiration date of this contract shall remain in full force and effect until deliveries have been completed and payment has been made.

The periods of performance for the option years are as follows:

- Option Year 1: April 1, 2014 through March 31, 2015
- Option Year 2: April 1, 2015 through March 31, 2016
- Option Year 3: April 1, 2016 through March 31, 2017
- Option Year 4: April 1, 2017 through March 31, 2018

(End of clause)

2. Section I, Contract Clauses, I.1 Listing of Clauses Incorporated By Reference, is hereby revised and replace with the following (all changes are noted with strikethrough and underline):

52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT Insert: (a) 30 days <u>and 60 days</u> , (b) <u>(c)</u> 7 years
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AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 126	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kelly L. Rubio Houston, TX 77058	CODE BG	7. ADMINISTERED BY (if other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Corporation
IS&GS Engineering Services Segment
700 N. Frederick Ave.
Gaithersburg, MD 20879-3328

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

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12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A

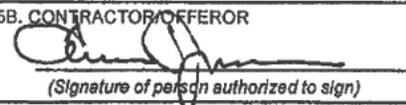
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<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See Continuation Page)

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kelly L. Rubio, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2-13-2015
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/13/2015

The purpose of this modification is to make changes to the contract as follows:

1. Section H, Special Contract Requirements, H. 5 NFS 1852.235-71 Key Personnel and Facilities (MAR 1989), is hereby delete in its entirety and replace with the following (all changes are noted with underline):

H.5 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the contractor shall (1) notify the Contracting Officer reasonably in advance, and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Jerry McDonald - Program Manager

Michael Gerlach – Deputy Program Manager

(b) (4) – Business Manager

(b) (4) – Alternate Business Manager

(b) (4) – Safety and Mission Assurance

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 127	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

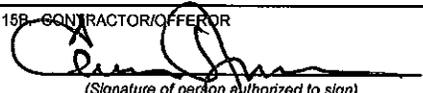
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the Issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14392, "Vehicle Office Orb-3 Anomaly Replacement Hardware."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2.6.2015
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/6/2015

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
127		Vehicle Office Orb-3 Anomaly Replacement Hardware	

B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.19 Vehicle Office Orb-3 Anomaly Replacement Hardware (SSCN 14392)

C. **Section C, Statement of Work**, is hereby updated to add the following:

6.19 Vehicle Office Orb-3 Anomaly Replacement Hardware (SSCN 14392)

The contractor shall perform the following task:

- Provide twenty Automated External Defibrillator (AED) batteries (via DD1149) to NASA for lot qualification and acceptance testing by 5/18/2015. All batteries not subjected to safety abuse testing will be returned to the contractor by 6/19/2015.

D. **Section J, Attachment J-16, Deliverable Items List**, is hereby revised to add the following:

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE
92	14392	SEG52101601-301	TBD	CMC0493	AED Battery	9	Each	7/3/2015

E. **Section J, Attachment J-18, Government Furnished Data**, is hereby updated to include the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Judy Jeevarajan	EP	Brad Henry		AED Battery Test Report (SSCN 14392)	NFS	7/3/2015 ¹

¹ Assumes the hardware is provided by, and NASA facilities are available to test by, 5/18/2015 (facility availability not committed by NASA) and NASA is allowed 30 days to complete testing and compile a report.

F. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14392, "Vehicle Office Orb-3 Anomaly Replacement Hardware," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 129 R1	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

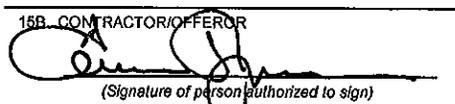
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
<input type="checkbox"/>	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14340 R1, "Certify, build and deliver various cables for the International Space Station (ISS)"

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9.15.2015
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
129 R1		Certify, build and deliver various cables for the International Space Station (ISS)	(b) (4)

B. Section C, Statement of Work, is hereby updated to add the following:

6.22 Certify, build and deliver various cables for the International Space Station (ISS) (SSCN 14340)

The contractor shall perform the following:

- Transition sustaining engineering from NASA of the Cable Assembly, Power Cable, Mace, part number SEG46117493-301, by May 29, 2015
- Provide Class III AC Power W-Cable to White Sands Test Facility (via DD1149) by February 16, 2015 for flammability testing
- Provide Class III RS-422 Adapter Data Cable to NASA (via DD1149) by February 6, 2015 for Electromagnetic Interface (EMI) testing
- Provide quantity 1 Class III Common Communications for Visiting Vehicles (C2V2) J7 Y-Cable to NASA (via DD1149) by September 10, 2015 for functional testing.

C. Section J, Attachment J-9, Hardware List, is hereby updated to add the following:

TABLE 1.1-C CABLES

Item Number	Description	Drawing/Part Number	Sustain
27	C2V2 J7 Y-Cable	TBD	Sustaining shall begin post DD250 of hardware

D. Section J, Attachment J-16, Deliverable Items List, is hereby updated to add the following:

NO	Change Number	Part Number	Serial Number	LM ID NO*	Nomenclature	QTY	Unit	DD250 Date	Actual Delivery Date	Remarks
109	14340 R1	TBD	TBD	CMC 0527	C2V2 J7 Y-Cable	1	Each	12/11/2015		

E. Section J, Attachment J-19, Government Furnished Equipment, is hereby updated to add the following:

Section J, Attachment J-19, Government Furnished Equipment

NASA RESP	RESP TEAM	LM RESP	UNIQUE ID	NOMENCLATURE	QTY	FLT NO.	NEED DATE
Angela Olstad	OD	Stephen Martin		C2V2 J7 Y-Cable materials SpX8	1	NFS	9/10/2015

F. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14340 R1, "Certify, build and deliver various cables for the International Space Station (ISS)," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. Mod 130	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

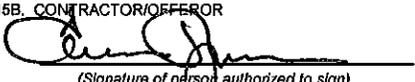
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, Is required to sign this document and return 1 copies to the Issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14209, "Certify, procure and deliver Second Generation Kynar bags for International Space Station (ISS)."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED 2.11.2015	16C. DATE SIGNED 2/11/2015

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
130		Certify, procure and deliver Second Generation Kynar bags for International Space Station (ISS)	██████████

B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.16 Sustaining of Kynar Bags (SSCN 14209, Certify, sustain and deliver Second Generation Kynar bags for International Space Station (ISS) use)

C. **Section C, Statement of Work**, is hereby updated to add the following:

6.16 Sustaining of Kynar Bags (SSCN 14209, Certify, sustain and deliver Second Generation Kynar bags for International Space Station (ISS) use)

The contractor shall perform the following tasks:

- Revise the Kynar bag engineering drawing to add Velcro to the bags in a location to facilitate temporary storage during on orbit operation and deliver (via DD1149) modified bags by September 22, 2017 as follows:
 - Quantity 5000, size 4" X 4"
 - Quantity 5000, size 8" X 8"
 - Quantity 5000, size 12" X 12"
- Release new drawings to the Engineering Drawing Control Center (EDCC) by June 30, 2015.
- Transition sustaining engineering of the Kynar bags from NASA by April 27, 2015.

D. **Section J, Attachment J-9, Hardware List**, is hereby updated to add the following:

TABLE 1.1-A STOWAGE ACCOMMODATIONS

Item Number	Description	Drawing/Part Number	Sustain
40	Bag, KYNAR, 4X4	0000-313836-02	Sustaining shall begin on 4/27/15
41	Bag, KYNAR, 8X8	0000-313836-04	Sustaining shall begin on 4/27/15
42	Bag, KYNAR, 12X12	0000-313836-06	Sustaining shall begin on 4/27/15

E. **Section J, Attachment J-18, Government Furnished Data**, is hereby updated to add the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Brien Johnson	EA	Tim Gadd		Kynar Bag Vendor Drawing from ILC Dover (SSCN 14209)	TBD	4/06/2015
Brien Johnson	EA	Tim Gadd		Kynar Bag Certification Documentation	TBD	3/27/2015

F. **Section J, Attachment J-19, Government Furnished Equipment**, is hereby updated to add the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Brien Johnson	EA	Tim Gadd		Delivery of 15,000 Kynar Bags from Wyle Bond to CMC2 (SSCN 14209)	TBD	3/27/2015

- G. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14209, "Certify, procure and deliver Second Generation Kynar bags for International Space Station (ISS)," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 131	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

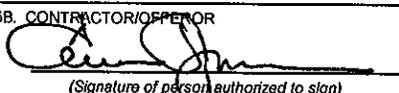
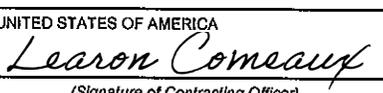
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14198, "Develop and implement an electronic Labeling Process"

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2-20-2015
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/20/2015

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
131		Develop and implement an electronic Labeling Process	

B. Section C, Statement of Work, Table of Contents, is hereby updated to add the following:

6.18 Develop and implement an electronic Labeling Process (SSCN 14198)

C. Section C, Statement of Work, is hereby updated to add the following:

6.18 Develop and implement an electronic Labeling Process (SSCN 14198)

The contractor shall develop (by October 28, 2015) and sustain a single web based application to streamline the hardware labeling process and encompass all phases of the process including:

- Human Factors Implementation Team (HFIT) requirement pre-coordination;
- Flight Crew Integration (FCI)/ISS Payload Label Approval Team (IPLAT) label approval process;
- Operations Nomenclature approval process;
- Inventory Management System (IMS)/Barcode Inventory Tracking System (BITS);
- Toxicology code accessibility;
- Label order to Decal Design and Production Facility (DDPF);
- Shipment to hardware providers

The application shall at a minimum:

- Maintain historical records;
- Provide a work flow system for approval through all required organizations;
- Provide a single dashboard for all decal and label needs;
- Provide single entry capability for the same data (i.e., automatic data population);
- Provide the International Partners/Participants access to generate label requests;
- Lead and facilitate non-frequent or first time users through the label request process

D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14198, "Develop and implement an electronic Labeling Process," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 132	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (if other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

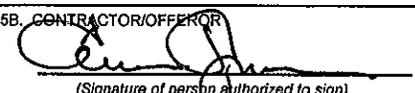
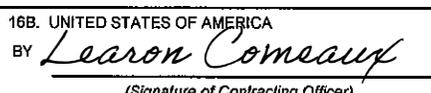
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14063, "Perform Sustaining Engineering of the International Space Station (ISS) Common Communications for Visiting Vehicle (C2V2)."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2.25.2015
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/26/2015

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
132		Perform Sustaining Engineering of the International Space Station (ISS) Common Communications for Visiting Vehicle (C2V2)	

B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.15 Perform Sustaining Engineering of the International Space Station (ISS) Common Communication for Visiting Vehicle (C2V2) (SSCN 14063)

C. **Section C, Statement of Work**, is hereby updated to add the following:

6.15 Perform Sustaining Engineering of the International Space Station (ISS) Common Communication for Visiting Vehicle (C2V2) (SSCN 14063)

- 1) The contractor shall participate in mission operation activities related to the initial installation of the antenna including review of and input to installation procedures, real-time operations support to address technical questions and issues during deployment, and post-mission anomaly resolution.
- 2) The contractor shall transition sustaining engineering for the following hardware to the Vehicle Sustaining Engineering Contract by March 31, 2015:

Component Name	Component Number	Quantity
Antenna Upper Boom Assembly, CAA	SEG16104178-301	1
Antenna Lower Boom Assembly, CAA	SEG16104180-301	1
Active WIF Probe Assembly, CAA	SEG16104177-301	2
Antenna Panel Assembly, CAA	SEG16104179-301	5
Antenna Upper Boom Assembly, CAA	SEG16104178-303	1
Antenna Panel Assembly, CAA (FEU)	SEG16104179-301	2
Cable Assembly, Coax, GSE, CAA	SEG16104197-301	1
Antenna Test Hat Coupler	827529-001	2
Clamp Down Bracket Assembly, CAA	SEG16104183-301	1

D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14063, "Perform Sustaining Engineering of the International Space Station (ISS) Common Communications for Visiting Vehicle (C2V2)," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 133	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	BG	7. ADMINISTERED BY (If other than Item 6) CODE	BG
NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058		NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Sophia Mo Houston, TX 77058	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

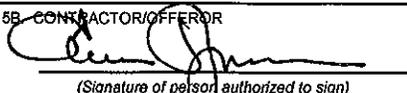
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the Issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14182, "Procure and manufacture replacement hardware for the Cargo Mission Contract"

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Wegner, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2-20-2015	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/20/2015

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
133		Procure and manufacture replacement hardware for the Cargo Mission Contract	

B. Section J, Attachment J-16, Deliverable Items List, is hereby updated to add the following:

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE
97	14182	KLSH320068-301	TBD	CMC0476	Pouch Assembly, Crew Contamination Protection Kit	2	Each	11/11/2015
98	14182	SED12100656-301	TBD	CMC0477	Emesis Bags	140	Each	8/11/2016
99	14182	528-20144-3	TBD	CMC0478	Crewmember Tether Accessory	21	Each	4/10/2015
100	14182	SEG33123364-303	TBD	CMC0479	Loctite Primer	5	Each	5/21/2015
101	14182	SEG33123364-303	TBD	CMC0480	Loctite Primer	5	Each	8/11/2017
102	14182	SEG33123364-302	TBD	CMC0481	Loctite Stick	5	Each	5/12/2015
103	14182	SEG33123364-302	TBD	CMC0482	Loctite Stick	5	Each	8/11/2017
104	14182	SDG33114990-801	TBD	CMC0483	N2 Cartridges	125	Each	5/12/2015
105	14182	SEZ33122496-302	TBD	CMC0484	Flashlights	54	Each	5/12/2015
106	14182	SZ33103989-302	TBD	CMC0485	Headlamps	70	Each	5/12/2015

C. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14182, "Procure and manufacture replacement hardware for the Cargo Mission Contract," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. Mod 134	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) **N/A**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) 52.217-9, Option to Extend the Term of the Contract (MAR 2000)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

(See Continuation Pages)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY LEARON COMEAUX <small>Digitally signed by LEARON COMEAUX DN: c. US, o. U.S. Government ou NASA ou PIV ou LEARON COMEAUX 0923421920030010011, icomeaux Date: 2015.03.24 11:31:16 -0500</small> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 3/24/2015

A. The purpose of this modification is to exercise Option 2 of the contract. As a result, the following changes are made:

B. Section B.2, **Total Contract Value**, is hereby updated as following:

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is **\$128,752,492** (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date, all Underlimit Pools through Contract Year 4, Option 1 and Option 2).

Task Order (TO) No. 001 was issued on July 12, 2011 that consisted a total price of \$3,174,829 **\$(b) (4)** in cost and **\$(b) (4)** in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of \$410,094 (**\$(b) (4)** in cost and **\$(b) (4)** in fee). The total revised price for TO 001 is \$3,584,923 (**\$(b) (4)** in cost and **\$(b) (4)** in fee).

TO No. 002 was issued on June 28, 2013 for a total price of \$2,051,327 (**\$(b) (4)** in cost and **\$(b) (4)** in fee). TO No. 002 Revision 01 was issued on November 18, 2013 with a total increase in price of \$188,014 (**\$(b) (4)** cost and **\$(b) (4)** fee). The total revised price for TO 002 is \$2,239,341 (**\$(b) (4)** cost and **\$(b) (4)** fee).

TO No. 003 was issued on August 28, 2013 for a total price of \$964,488 (**\$(b) (4)** in cost and **\$(b) (4)** in fee).

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$15,000.

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	\$(b) (4)
CPAF (ref Clause B.3)	\$(b) (4)
TOTAL	\$(b) (4)

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	\$(b) (4)
TOTAL	\$(b) (4)

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Total Table

	Maximum Contract Value
FFP	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	\$186,720,297

(End of clause)

C. Section F.3, **Period of Performance**, is hereby updated as following:

The basic period of performance of this contract shall be from April 1, 2011 through March 31, 2016. Task Orders placed prior to the expiration date of this contract shall remain in full force and effect until deliveries have been completed and payment has been made.

The periods of performance for the option years are as follows:

- Option Year 1: April 1, 2014 through March 31, 2015
- Option Year 2: April 1, 2015 through March 31, 2016
- Option Year 3: April 1, 2016 through March 31, 2017
- Option Year 4: April 1, 2017 through March 31, 2018

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 135	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200537780	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 9 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Decrease funding by (\$75,000.00)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

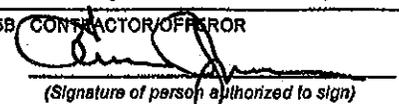
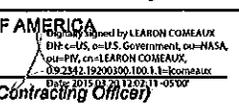
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses 1.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to de-obligate contract funding. This change decreases the amount of funding by \$75,000.00 from \$100,319,018.63 to \$100,244,018.63.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 3.20.2015	16B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)	16C. DATE SIGNED 3/20/2015

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through March 28, 2015.
- (b) An additional amount of [REDACTED] is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is [REDACTED]

The TOTAL FP amount obligated and available is [REDACTED]

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 136	3. EFFECTIVE DATE See Black 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	6. PROJECT NO. (If applicable)
8. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 16, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

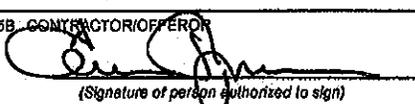
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14468 "Market Survey for a Next Generation Automated External Defibrillator (AED)".

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)
15C. DATE SIGNED 4-9-2015	15C. DATE SIGNED 4/9/2015

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
136		Market Survey for a Next Generation Automated External Defibrillator (AED)	

- B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.24 Next Generation Automated External Defibrillator (AED) Study (SSCN 14468).

- C. **Section C, Statement of Work**, is hereby updated to add the following:

6.24 Next Generation Automated External Defibrillator (AED) Study (SSCN 14468).

The contractor shall perform a study of available Commercial-off-the-Shelf (COTS) Automated External Defibrillators (AED) that meet International Space Station (ISS) requirements, including associated risks and costs, and to provide a recommendation on implementation by July 22, 2015.

- D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14468, "Market Survey for a Next Generation Automated External Defibrillator (AED)" the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through ~~March 28, 2015~~ **March 31, 2015.**
- (b) An additional amount of [REDACTED] is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is [REDACTED]

The TOTAL FP amount obligated and available is [REDACTED]

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 138	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200544501	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase funding by \$13,504,706.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate contract funding. This change increases the amount of funding by \$13,504,706 from \$100,422,018.63 to \$113,926,724.63.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY LEARON COMEAUX (Signature of Contracting Officer)	16C. DATE SIGNED 3/31/2015

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through ~~March 31, 2015~~ September 11, 2015.

(b) An additional amount of [REDACTED] obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is [REDACTED]

The TOTAL FP amount obligated and available is [REDACTED]

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 138, Rev 1	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 16, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to correct an error in contract funding that was made on Modification 138. Modification 138 omitted \$54.00 in increase funding. This change increases the amount of funding by ~~\$13,504,706~~ \$54.00 from \$113,926,724.63 to **\$113,926,778.63**.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY LEARON COMEAUX <small>Digitally signed by LEARON COMEAUX DN: cn=LEARON COMEAUX, o=NASA, ou=TRC, c=US</small> (Signature of Contracting Officer)	16C. DATE SIGNED 4/7/2015

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through September 11, 2015.

(b) An additional amount of [REDACTED] is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is [REDACTED]

The TOTAL FP amount obligated and available is [REDACTED]

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Mod 139		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BG		7. ADMINISTERED BY (If other than Item 6) CODE BG	
NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058			NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers. Is extended, Is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 6 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

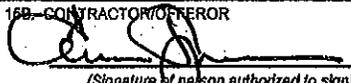
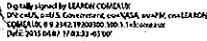
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14472, "Procure and Certify Multi-Port Universal Serial Bus (USB) Chargers and Generic USB Cables to support International Space Station (ISS) Operations & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the-Shelf (COTS) Hardware Certification"

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/ORDEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)	
15C. DATE SIGNED 4.7.2015		16C. DATE SIGNED 4/7/2015	

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
139		Procure and Certify Multi-Port Universal Serial Bus (USB) Chargers and Generic USB Cables to support International Space Station (ISS) Operations & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the-Shelf (COTS) Hardware Certification	

- B. Section C, Statement of Work, Table of Contents, is hereby updated to add the following:

6.25 COTS: Multi-Port Universal Serial Bus (USB) Charger and Generic USB Cables (SSCN 14472).

- C. Section C, Statement of Work, is hereby updated to add the following:

6.25 COTS: Multi-Port Universal Serial Bus (USB) Charger and Generic USB Cables (SSCN 14472).

The contractor shall:

- Deliver quantity one Class III USB charger and each cable to NASA (via DD1149) by May 1, 2015 for Electromagnetic Interface (EMI) testing;
- Deliver quantity one Class III USB charger to NASA (via DD1149) by May 1, 2015 for Inverter Compatibility testing.

- D. Section J, Attachment J-9, Hardware List, is hereby updated to add the following:

Table 1.1-C Cables

Item Number	Description	Drawing/Part Number	Sustain
22	Multi-Port USB Chargers	TBD	Sustaining shall begin post DD250 of hardware
23	USB 2.0 Cable Type A-B, length 2.0m	TBD	Sustaining shall begin post DD250 of hardware
24	USB 2.0 Cable Type A-B, length 5.0m	TBD	Sustaining shall begin post DD250 of hardware
25	USB 2.0 Cable Type A- Micro B, length 6-Ft	TBD	Sustaining shall begin post DD250 of hardware
26	USB 2.0 Cable Type A- Micro B, length 15-Ft	TBD	Sustaining shall begin post DD250 of hardware

- E. Section J, Attachment J-16, Deliverable Items List, is hereby updated to add the following:

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO*	NOMENCLATURE	QTY	UNIT	DD250 DATE
107	14472	TBD	TBD	CMC0499	Multi-Port USB Charger	20	Each	7/30/2015
108	14472	TBD	TBD	CMC0505	USB 2.0 Cable Type A-B, length 2.0m	4	Each	4/22/2015
109	14472	TBD	TBD	CMC0506	USB 2.0 Cable Table A-B, length 2.0m	6	Each	7/30/2015
110	14472	TBD	TBD	CMC0507	USB 2.0 Cable Table A-B, length 5.0m	4	Each	4/22/2015

111	14472	TBD	TBD	CMC0508	USB 2.0 Cable Type A-B, length 5.0m	6	Each	7/30/2015
112	14472	TBD	TBD	CMC0509	USB 2.0 Cable Type A-Micro B, length 6-Ft	4	Each	4/22/2015
113	14472	TBD	TBD	CMC0510	USB 2.0 Cable Type A-Micro B, length 6-Ft	13	Each	7/30/2015
114	14472	TBD	TBD	CMC0511	USB 2.0 Cable Type A-Micro B, length 15-Ft	10	Each	6/15/2015

F. Section J, Attachment J-19, Government Furnished Data, is hereby updated to add the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Stephen Hunter	OD	Cuong Le		Data or Test Report from Electromagnetic Interface (EMI) testing by Avionics Systems Division/EV for the Multi-Port USB Charger and USB Cables (SSCN 14472)	NFS	5/15/2015
Stephen Hunter	OD	Cuong Le		Multi_Port USB Charger Inverter compatibility test report (SSCN 14472)	NFS	5/15/2015

G. Section J, Attachment J-18, Government Furnished Equipment, is hereby updated to add the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Stephen Hunter	OD	Cuong Le		USB 2.0 Cable Type A-B, length 2.0m (SSCN 14472)	SpX-7	4/08/2015
Stephen Hunter	OD	Cuong Le		USB 2.0 Cable Type A-B, length 5.0m (SSCN 14472)	SpX-7	4/08/2015
Stephen Hunter	OD	Cuong Le		USB 2.0 Cable Type A-Micro B, length 6-Ft (SSCN 14472)	SpX-7	4/08/2015
Stephen Hunter	OD	Cuong Le		USB 2.0 Cable Type A-Micro B, length 15-Ft (SSCN 14472)	SpX-7	4/08/2015

H. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14472, "Procure and Certify Multi-Port Universal Serial Bus (USB) Chargers and Generic USB Cables to support International Space Station (ISS) Operations & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the-Shelf (COTS) Hardware Certification," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 140	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200547203	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase funding by \$500,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate contract funding. This change increases the amount of funding by \$500,000.00 from \$113,926,778.63 to \$114,426,778.63

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY LEARN COMEALX (Signature of Contracting Officer)	16C. DATE SIGNED 4/13/2015

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through September 11, 2015 September 15, 2015.

(b) An additional amount of [REDACTED] is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is [REDACTED]

The TOTAL FP amount obligated and available is [REDACTED]

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 141	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (if other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

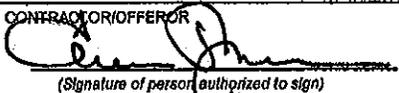
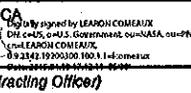
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14281 "Contract change to add Government-Industry Data Exchange Program (GIDEP) and NASA Advisory Problem Data Sharing and Utilization Program to Cargo Mission Contract".

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)
15C. DATE SIGNED 4-10-2015	15C. DATE SIGNED 4/10/2015

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
14281		Contract change to add Government-Industry Data Exchange Program (GIDEP) and NASA Advisory Problem Data Sharing and Utilization Program to Cargo Mission Contract	

- B. Section C, Statement of Work, Table of Contents, is hereby updated to add the following:

2.6.1 GIDEP and NASA Advisory Problem Data Sharing and Utilization Program Documentation and Reporting (SSCN 14281).

- C. Section C, Statement of Work, is hereby updated to add the following:

2.6.1 GIDEP and NASA Advisory Problem Data Sharing and Utilization Program Documentation and Reporting (SSCN 14281).

The contractor shall be a member of and participate in the Government-Industry Data Exchange Program (GIDEP) in accordance with the requirements of the GIDEP S0300-BT-PRO-010 and S0300-BU-GYD-010, available from the GIDEP Operations Center, PO Box 8000, Corona, California 91718-8000, per DRD C-SA-09. The contractor shall review all GIDEP ALERTS, GIDEP SAFE-ALERTS, GIDEP Problem Advisories, GIDEP Agency Action Notices, and NASA Advisories to determine if they affect the contractors products/services provided to NASA. For those that affect the ISS Program, the contractor shall take action to eliminate or mitigate any negative effect to an acceptable level. The contractor shall generate the required failure experience data report(s) (GIDEP ALERT, GIDEP SAFE-ALERT, GIDEP Problem Advisory) and enter into the JSC NASA Advisory/GIDEP Documents Status Tracking System, jarts-sma.jsc.nasa.gov, in accordance with NPG 8735.1, whenever failed or nonconforming items, available to other buyers, are discovered during the course of the contract.

- D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14468, "Contract change to add Government-Industry Data Exchange Program (GIDEP) and NASA Advisory Problem Data Sharing and Utilization Program to Cargo Mission Contract" the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Mod 142		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058		6. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058	
CODE BG		CODE BG		CODE BG	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 16, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14377 "ISS Visiting Vehicle Integration Support for the Commercial Crew Transportation Capability."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)	
15C. DATE SIGNED 4.14.2015		16C. DATE SIGNED 4/14/2015	

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
14377		ISS Visiting Vehicle Integration Support for the Commercial Crew Transportation Capability	

- B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.21 ISS Visiting Vehicle Integration Support for the Commercial Crew Transportation Capability (CCtCap) (SSCN 14377).

- C. **Section C, Statement of Work**, is hereby updated to add the following:

6.21 ISS Visiting Vehicle Integration Support for the Commercial Crew Transportation Capability (CCtCap) (SSCN 14377).

The contractor shall perform the following activities in support of integration of the CCtCap Visiting Vehicles (Boeing CST-100 and SpaceX Dragon) with the ISS:

Develop and establish processes and interfaces between the Cargo Mission Contract (CMC) and CCtCap Vehicle Providers (Boeing CST-100 and SpaceX Dragon) to receive and deliver ISS cargo (by December 1, 2015 for SpaceX Crew Dragon and September 30, 2016 for CST-100)

Certify Cargo Transfer Bags (CTBs) and M-bags to the CCtCap vehicle environments (by December 1, 2015 for SpaceX Crew Dragon and September 30, 2016 for CST-100)

- D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14377, "ISS Visiting Vehicle Integration Support for the Commercial Crew Transportation Capability," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. Mod 143	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Increase \$1,425,290

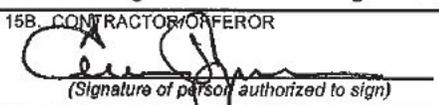
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.243-2 Changes – Cost Reimbursement (AUG 1987) Alternate II (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	15C. DATE SIGNED 6.9.2015	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux Contracting Officer	16C. DATE SIGNED 6/9/2015
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)	

- 1) The purpose of this Supplemental Agreement is to incorporate the cost and fee amounts for Space Station Change Notice (SSCN) 14141. The contractor shall be authorized to perform all activities required to provide NASA technical concurrence and approval for the Cargo Mission Contract (CMC) to certify the Iodine Compatible Water Container (ICWC), part number SEG33120607-303, to launch full of potable water on Cygnus and Dragon.
- 2) **Clause B.2, Total Contract Value** is hereby revised to reflect the increase from \$128,752,492 by \$1,409,760 to \$130,162,252 in current cumulative contract value; an increase from (b) (4) for Option 2; and an increase from (b) (4) for Option 3. As a result of this change, replacement pages B-1, B-2, and B-3 are hereby attached.
- 3) **Clause B.3, NFS 1852.216-85 Estimated Cost and Award Fee** is hereby revised to reflect the cost increase from (b) (4) and the award fee increased from (b) (4) to (b) (4). As a result of this change, replacement page B-3 is attached.
- 4) **Clause B.7 Award Fee** is hereby revised to reflect the increase of the Option 2 fee total from (b) (4) by (b) (4); and the increase of the Option 3 fee total from \$ (b) (4). As a result of this change, replacement page B-6 is attached.
- 5) **Section C, Statement of Work, Table of Contents, is hereby updated to add the following:**
 - 6.17 Design, Certify and Fabricate Iodine Compatible Water Container (ICWC) Flight Support Equipment (FSE) to launch filled on Cygnus and Dragon (SSCN 014141)
- 6) **Section C, Statement of Work, is hereby revised to add 6.17 as follows:**
 - 6.17 Design, Certify and Fabricate Iodine Compatible Water Container (ICWC) Flight Support Equipment (FSE) to launch filled on Cygnus and Dragon (SSCN 014141)

The contractor shall perform the following tasks:

1. Develop a three-bag FSE concept by 9/8/14. Develop a single-bag concept by 12/15/14.
- 2) Certify the integrated ICWC/FSE three-bag configuration for launch on Dragon and Cygnus in accordance with SSP 50835, Common Interface Requirements Document by 2/10/15 and the single-bag configuration by 3/16/15.
- 3) Build and deliver the FSE quantities required to launch 125 ICWCs per the contract Deliverable Items List.
- 4) Develop and maintain an Interface Requirements Document (IRD) between the ICWC and the Commercial Orbital Transportation Services (COTS) vehicles (Cygnus and Dragon). Release the IRD containing the three-bag configuration by 10/3/14.
- 5) Develop process for filling ICWCs with iodinated water utilizing an EMU water certified facility, including a wet run to demonstrate process.
- 6) Deliver 125 integrated ICWC/FSE assemblies, which include water filled ICWCs integrated into FSE, per flight manifest requirements.

7) Section J, Attachment J-16, Deliverable Items List, is hereby revised to add the following items:

97	14141	TBD	TBD	CMC0469	ICWC FSE, three-bag concept	9*	Each	02/10/2015
98	14141	TBD	TBD	CMC0491	ICWC FSE, single-bag concept	22	Each	03/02/2015***
99	14141	TBD	TBD	CMC0470	ICWC FSE, three-bag concept	9*	Each	10/01/2015
100	14141	TBD	TBD	CMC0471	ICWC FSE, single-bag concept	24	Each	10/01/2015
101	14141	TBD	TBD	CMC0492	ICWC FSE, three-bag concept	18*	Each	12/31/2015
102	14141	TBD	TBD	CMC0493	ICWC FSE, single-bag concept	43	Each	12/31/2015

*DD250 delivery of each 3 bag concept will be made in 3 parts, each of holding one ICWC. The quantities shown in the DIL table account for this.

***Note: The initial hardware delivery for the single-bag FSE concept shall be prior to the final certification to allow sufficient time for the hardware to be packed and delivered to the launch vehicle for launch on the SpX-6 flight in early April 2015. Final certification completion shall be prior to launch of the hardware.

8) Section J, Attachment J-18, Government Furnished Data, is hereby revised to add the following items:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Laura Shaw	OB	Micah Johnson		ICWC Fill Kit Sustaining Requirements	NFS	12/31/2014

9) Section J, Attachment J-19, Government Furnished Equipment, is hereby revised to add the following items:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Laura Shaw	OB	Micah Johnson		ICWC Fill Kit	NFS	12/08/2014
Laura Shaw	OB	Micah Johnson		ICWC	NFS	01/06/2015
Laura Shaw	OB	Micah Johnson		ICWC	NFS	08/03/2015
Laura Shaw	OB	Micah Johnson		ICWC	NFS	10/05/2015
Laura Shaw	OB	Micah Johnson		ICWC	NFS	12/07/2015
Laura Shaw	OB	Micah Johnson		ICWC	NFS	04/01/2016
Laura Shaw	OB	Micah Johnson		ICWC	NFS	08/01/2016

10) This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete and equitable adjustments for the changes identified in the signed change directive 14141 "Certify Iodine Compatible Water Container (ICWC) to launch filled on Cygnus and Dragon" the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE NUMBER	DATE	TITLE
None included by reference		

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is ~~\$128,752,492~~ **\$130,162,252** (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date, all Underlimit Pools through Contract Year 4, and Option 1 and Option 2).

Task Order (TO) No. 001 was issued on July 12, 2011 that consisted a total price of \$3,174,829 ((b) (4) in cost and (b) (4) in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of \$410,094 ((b) (4) in cost and (b) (4) in fee). The total revised price for TO 001 is \$3,584,923 ((b) (4) in cost and (b) (4) in fee).

TO No. 002 was issued on June 28, 2013 for a total price of \$2,051,327 ((b) (4) in cost and (b) (4) in fee). TO No. 002 Revision 01 was issued on November 18, 2013 with a total increase in price of \$188,014 ((b) (4) cost and (b) (4) fee). The total revised price for TO 002 is \$2,239,341 ((b) (4) cost and (b) (4) fee).

TO No. 003 was issued on August 28, 2013 for a total price of \$964,488

(b) (4) in cost and (b) (4) in fee).

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$15,000.

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	
TOTAL	

Total Table

	Maximum Contract Value
FFP	(b) (4)

CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	\$186,720,297 188,145,587

(End of clause)

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). Total estimated cost, base fee, and maximum award fee is (b) (4).

(End of clause)

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b) (4). This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through September 15, 2015.

(b) An additional amount of (b) (4) is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

(b) (4) amount obligated and available for FP Milestone Payment for Phase-In is (b) (4)

The TOTAL FP amount obligated and available is (b) (4)

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses,

and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

The contractor shall accept only task orders issued by the Contracting Officer. The total value of task orders issued under this clause shall not exceed \$20,000,000 during the contract period of performance. Any work which falls under SOW 5.0 and would otherwise be ordered under the IDIQ provisions of this contract, but which is valued at less than \$700,000, will be processed as an underlimit change pursuant to Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders, in lieu of the task ordering procedures of this contract; these SOW 5.0 underlimit changes are excluded from the value of task orders issued, and are not subject to the IDIQ maximum value.

RATE TABLE FOR PRICING TASK ORDERS

The following labor and indirect rates shall be used in the establishment of the estimated cost of individual task orders. The labor rates are fully burdened composite team rates (prime and all subcontractors); but exclude prime fee. Fee will be negotiated as it is applied to each actual Task Order and will be paid based on the negotiated arrangement. Any negotiated fee will not exceed the max fee proposed by the contractor in the table below. The indirect rates are those that may be applied to non-labor resources costs, such as materials, travel and other. These indirect rates and the basis of application must be identified at the bottom of the table.

The parties agree that the fully burdened labor rates established below shall not be subject to any adjustment (upwards or downwards), regardless of actual rates incurred during contract performance.

IDIQ Rate per Hour Table
(All labor rates are fully burdened exclusive of fee)

<i>SLC</i>	CY1	CY2	CY3	CY4	CY5	CY6	CY7
Program Manager	(b) (4)						
Manager							
Supervisor							
Technical Professional III							
Technical Professional II							
Technical Professional I							
Technician III							
Technician II							
Technician I							
Drafter II							
Drafter I							
IT Professional							
Analyst II							
Analyst I							
Secretary							
Clerk							
Business Specialist							
<i>Other</i>	(b) (4)						
Procurement Burden (Basis: Subcontractor/Material Cost)							
G&A (Basis: Value Added Cost)							
G&A Cost of Money (Basis: Value Added Cost)							
Maximum Award Fee							

*Propose additional L

Standard Labor Categories above. Provide a job description and qualifying education and experience for all additional labor categories.

**Rates to be applied to non-labor costs (i.e. material, travel). Identify the rates and basis of application.

(End of clause)

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Table B-5 Available and Earned Fee						
Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 – 09/30/11	(b) (4)	(b) (4)	96	Excellent	Mod 20
2	10/01/11 – 03/31/12	(b) (4)	(b) (4)	96	Excellent	Mod 35
3	04/01/12 – 09/30/12	(b) (4)	(b) (4)	97	Excellent	Mod 53
4	10/01/12 – 03/31/13	(b) (4)	(b) (4)	97	Excellent	Mod 67
5	04/01/13 – 09/30/13	(b) (4)	(b) (4)	98	Excellent	Mod 86
6	10/01/13 – 03/31/14	(b) (4)	(b) (4)	97	Excellent	Mod 101
	TOTAL					
Option 1	Evaluation Periods					
7	04/01/14 – 09/30/14	(b) (4)	(b) (4)	98	Excellent	Mod 120
8	10/01/14 – 03/31/15	(b) (4)	(b) (4)	99	Excellent	Mod 147
Option 2	Evaluation Periods					
9	04/01/15 – 09/30/15	(b) (4)	(b) (4)			
10	10/01/15 – 03/31/16	(b) (4)	(b) (4)			
Option 3	Evaluation Periods					
11	04/01/16 – 09/30/16	(b) (4)	(b) (4)			
12	10/01/16 – 03/31/17	(b) (4)	(b) (4)			
Option 4	Evaluation Periods					
13	04/01/17 – 09/30/17	(b) (4)	(b) (4)			
14	10/01/17 – 03/31/18	(b) (4)	(b) (4)			

(b) (4) of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 144	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) **N/A**

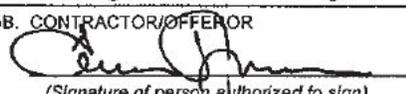
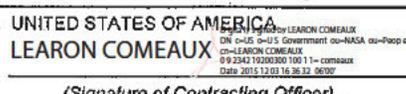
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See continuation pages.)

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12.3.2015
16B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)	16C. DATE SIGNED 12/3/2015

1. The purpose of this modification is to add the following clauses, at no cost to the parties, to the contract:
2. Section A, Table of Contents, Subsection H, Special Contract Requirements, is hereby updated to add the following:

H.23 LIABILITY FOR SPECIFIC CONTRACTOR AND SUBCONTRACTOR PROPERTY H-24

3. Section H, Special Contract Requirements, H.5 NFS 1852.235-71 Key Personnel and Facilities (MAR 1989), is hereby deleted in its entirety and replace with the following (all changes are noted with bold and italics):

H.5 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the contractor shall (1) notify the Contracting Officer reasonably in advance, and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Nanette Hardin - Program Manager

Michael Gerlach – Deputy Program Manager

(b) (4) – Business Manager

(b) (4) – Alternate Business Manager

(b) (4) – Safety and Mission Assurance

(End of clause)

4. Section H, Special Contract Requirements, is hereby updated to add the following:

H.23 LIABILITY FOR SPECIFIC CONTRACTOR AND SUBCONTRACTOR PROPERTY

- (a) The Government shall not (1) be liable for damage to, or loss or destruction of, contractor's property, to include any of their subcontractor's property, during transportation to storage or (2) be held liable for damage to, or loss or destruction of such property while in Government facilities.
- (b) This clause specifically applies only to the storage of a 108"x88" aircraft pallet with 8 attached coach class airline seats and 8 individual O2 bottles (one per seat) at a NASA facility at EFD (Ellington Field, TX) for use only for the performance of this contract

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Mod 145	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	6. PROJECT NO. (if applicable)	
8. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (if other than item 8) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058	CODE BG	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

**Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2825 Bay Area Blvd
Houston, TX 77058**

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14471 "Build-to-print replacement of Photo/TV hardware lost on Orbital-3"

16A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
16B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16C. DATE SIGNED 5.28.2015	16B. UNITED STATES OF AMERICA BY LEARON COMEAUX <small>Digitally signed by LEARON COMEAUX DN: cn=US, o=US Government, ou=NASA, ou=PM, cn=LEARON COMEAUX, c=US, email=learon.comeaux@nasa.gov</small> (Signature of Contracting Officer)	16C. DATE SIGNED 6/01/2015

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
14471		Build-to- print replacement of Photo/TV hardware lost on Orbital-3	

B. Section C, Statement of Work, Table of Contents, is hereby updated to add the following:

6.27 Build-to-print replacement of Photo/TV hardware lost on Orbital-3 (SSCN 14471).

C. Section C, Statement of Work, is hereby updated to add the following:

6.27 Build-to-print replacement of Photo/TV hardware lost on Orbital-3 (SSCN 14471).

The contractor shall:

1. Deliver a quantity of 3 each of D4 EVA Blanket and Lens Cap to NASA (via DD1149) for bake-out by 09/07/2015.
2. Provide a quantity of 1 Class III D4 EVA Blanket to NASA (via DD1149) by 10/30/2015 for training.
3. Provide a quantity of 1 Class III EVA Lens Cap to NASA (via DD1149) by 10/30/2015 for training.

D. Section J, Attachment J-16, Deliverable Items List, is hereby updated to add the following:

Section J, Attachment J-16, Deliverable Items List

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO.	NOMENCLATURE	QTY	UNIT	DD250 DATE
1	14471	SDG33124662-001	1023	CMC0512	Nikon D4 Camera Rail	1	Each	10/30/2015
2	14471	SED33102474-301	N/A	CMC0513	Multi-Use Bracket Adapter Assembly	10	Each	10/30/2015
3	14471	SEG33124651-301	TBD	CMC0514	D4 EVA Thermal Blanket Assembly	2	Each	10/30/2015
4	14471	SEG33124660-301	TBD	CMC0515	EVA Lens Cap Assembly	2	Each	10/30/2015

E. Section J, Attachment J-18, Government Furnished Data, is hereby updated to add the following:

Section J, Attachment J-18, Government Furnished Data

NASA RESP	RESP TEAM	LM RESP	UNIQUE ID	NOMENCLATURE	FLT NO.	NEED DATE
Stephen Hunter	OD	Brad Henry		EVA Thermal Blanket and Lens Cap Thermal Bake-out results (SSCN 14471)	NFS	09/29/2015

F. Section J, Attachment J-19, Government Furnished Equipment, is hereby updated to add the following:

Section J, Attachment J-19, Government Furnished Equipment

NASA RESP	RESP TEAM	LM RESP	UNIQUE ID	NOMENCLATURE	QTY	FLT NO.	NEED DATE
Stephen Hunter	OD	Brad Henry		Ghost Camera Kit (SSCN 14471)	10	NFS	04/30/2015
Stephen Hunter	OD	Brad Henry		USB Power Module (SSCN 14471)	10	NFS	04/30/2015
Stephen Hunter	OD	Brad Henry		Ghost USB Cable (SSCN 14471)	11	NFS	04/30/2015
Stephen Hunter	OD	Brad Henry		Ghost HDMI Cable (SSCN 14471)	11	NFS	04/30/2015
Stephen Hunter	OD	Brad Henry		32GB MicroSD Card (SSCN 14471)	25	NFS	04/30/2015

G. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14471, "Build-to-print replacement of Photo/TV hardware lost on Orbital-3," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 146	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200551415	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase funding by \$5,831,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate contract funding. This change increases the amount of funding by \$5,831,000 from \$114,426,778.63 to \$120,257,778.63.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY LEARON COMEAUX <small>Digitally signed by LEARON COMEAUX DN: c=US, o=U.S. Government, ou=NASA, ou=HQ, cn=LEARON COMEAUX, email=learon.comeaux@nasa.gov</small>	16C. DATE SIGNED 5/14/2015 (Signature of Contracting Officer)

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through September 15, 2015 December 24, 2015.

(b) An additional amount of [REDACTED] is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is [REDACTED]

The TOTAL FP amount obligated and available is [REDACTED]

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.



NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

NASA SHARED SERVICES CENTER
STENNIS SPACE CENTER, MS 39529-6000

Award Fee Payment Transmittal

Urgent - This Payment Must be Processed Immediately

Attach Award Fee Modification and Send Form by E-mail to NSSC-AccountsPayable@nasa.gov or Fax to 866-209-5415

1. Contract Number:

NNJ10GA35C

2. Contractor Name:

Lockheed Marting Integrated Systems, Inc.

3. Modification Number:

147

4. Authorized Payment Amount:

(b) (4)

5. NASA Center:

JSC - Johnson Space Center

6. Center Point of Contact (POC):

Learon Comeaux/Contracting Officer

7. Center POC Phone Number:

(281) 483-6525

8. Comments:

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. Mod 147	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan V. Wegner
2625 Bay Area Blvd.
Houston, TX 77058

CODE 32RN8	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: EARNED AWARD FEE VOUCHER
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X d. OTHER (Specify type of modification and authority) Clause G.2 NFS 1852.216-76 Award Fee for Service Contracts (JUN 2000)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to recognize the award fee earned for evaluation Period 8. **The Contractor will be paid (b) (4) based on this modification. The contractor is not to submit a voucher for earned award fee.**

All other Terms and Conditions shall remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY LEARON COMEAUX (Signature of Contracting Officer)	16C. DATE 5/19/2015

1. The purpose of this modification is to recognize the award fee earned for evaluation Period 8, which was from October 1, 2014 through March 31, 2015. The FDO has determined that a score of 99 – Excellent has been earned for Period 8.

Period 8: Available Award Fee Pool			
Provisional Billing Amount (80%)			\$ (b) (4)
Invoice No.	Month	Amt	
115	Oct	\$ (b) (4)	
119	Nov	\$ (b) (4)	
123	Dec	\$	
126	Jan	\$	
129	Feb	\$	
131	Mar	\$	
Sum of Provisional Billings			\$
Balance			
Earned Fee Amount:		99%	\$
Earned Fee Modification Amount			\$

2. **Section B.7 Award Fee:** B.7 has been updated to include the Award Fee earned for Period 8. As a result of this change, pages B-5 and B-6 are hereby attached.

CARGO MISSION CONTRACT

SLC	CY1	CY2	CY3	CY4	CY5	CY6	CY7
Program Manager	(b) (4)						
Manager							
Supervisor							
Technical Professional III							
Technical Professional II							
Technical Professional I							
Technician III							
Technician II							
Technician I							
Drafter II							
Drafter I							
IT Professional							
Analyst II							
Analyst I							
Secretary							
Clerk							
Business Specialist							
Other	(b) (4)						
Procurement Burden (Basis: Subcontractor/Material Cost)							
G&A (Basis: Value Added Cost)							
G&A Cost of Money (Basis: Value Added Cost)							
Maximum Award Fee							

*Propose additional L

Standard Labor Categories above. Provide a job description and qualifying education and experience for all additional labor categories.

**Rates to be applied to non-labor costs (i.e. material, travel). Identify the rates and basis of application.

(End of clause)

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 – 09/30/11	(b) (4)	(b) (4)	96	Excellent	Mod 20
2	10/01/11 – 03/31/12			96	Excellent	Mod 35
3	04/01/12 – 09/30/12			97	Excellent	Mod 53
4	10/01/12 – 03/31/13			97	Excellent	Mod 67
5	04/01/13 – 09/30/13			98	Excellent	Mod 86
6	10/01/13 – 03/31/14			97	Excellent	Mod 101
	TOTAL					
Option 1	Evaluation Periods					

CARGO MISSION CONTRACT

7	04/01/14 – 09/30/14	(b) (4)	98	Excellent	Mod 120
8	10/01/14 – 03/31/15		<u>99</u>	<u>Excellent</u>	<u>Mod 147</u>
Option 2	Evaluation Periods				
9	04/01/15 – 09/30/15				
10	10/01/15 – 03/31/16				
Option 3	Evaluation Periods				
11	04/01/16 – 09/30/16				
12	10/01/16 – 03/31/17				
Option 4	Evaluation Periods				
13	04/01/17 – 09/30/17				
14	10/01/17 – 03/31/18				

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. Mod 148	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attr: BG/Learon Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (if other than item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058	CODE BG	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A

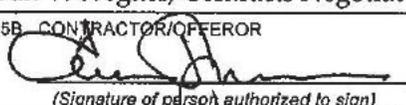
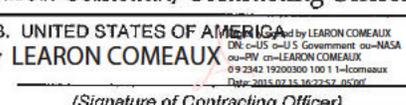
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alternate II (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7-15-2015
16B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)	16C. DATE SIGNED 7-15-2015

- 1) The purpose of this Supplemental Agreement is to incorporate the cost and fee amounts for Contract Year 5 (CY5) Underlimit (UL) Pool changes, pursuant to clause H.16: Special Clause for Contract Changes and IDIQ Task Orders. For the period of April 1, 2015 through March 31, 2016, UL Pool changes that have an absolute value less than \$700,000 are executed through the above contract provision.
- 2) **Clause B.2, Total Contract Value** is hereby revised to reflect the increase from \$130,162,252 by \$715,641 to \$130,877,893 in cumulative base contract value; an increase from (b) (4) by (b) (4) for Option 2. As a result of this change, replacement page B-1, B-2, and B-3 are hereby attached.
- 3) **Clause B.3, NFS 1852.216-85 Estimated Cost and Award Fee** is hereby revised to reflect the increase from (b) (4) 5 and the award fee increased from (b) (4). As a result of this change, replacement page B-3 is attached.
- 4) **Clause B.7, Award Fee**, is hereby revised to reflect the increase in the amount of available and earned fee, by evaluation period, provided in Table B-5.
- 5) This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's Contract Year 5 Underlimit Pool Proposal, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE NUMBER	DATE	TITLE
None included by reference		

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is ~~\$130,162,252~~ **\$130,877,893** (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date, all Underlimit Pools through Contract Year 5, and Option 1 and Option 2).

Task Order (TO) No. 001 was issued on July 12, 2011 that consisted a total price of \$3,174,829 ((b) (4) in cost and (b) (4) in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of \$410,094 (b) (4) in cost and (b) (4) in fee). The total revised price for TO 001 is \$3,584,923 ((b) (4) in cost and (b) (4) in fee).

TO No. 002 was issued on June 28, 2013 for a total price of \$2,051,327 (b) (4) in cost and (b) (4) in fee). TO No. 002 Revision 01 was issued on November 18, 2013 with a total increase in price of \$188,014 ((b) (4) cost and (b) (4) fee). The total revised price for TO 002 is \$2,239,341 ((b) (4) cost and (b) (4) fee).

TO No. 003 was issued on August 28, 2013 for a total price of \$964,488

(b) (4) in cost and \$(b) (4) in fee).

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$15,000.

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	(b) (4)

Total Table

	Maximum Contract Value
FFP	(b) (4)
CPAF (ref Clause B.3)	(b) (4)
Remaining IDIQ (NTE)	(b) (4)
TOTAL	<u>\$188,145,587</u>
	<u>\$188,861,228</u>

(End of clause)

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is \$ (b) (4). The maximum available award fee, excluding base fee, if any, is \$ (b) (4). Total estimated cost, base fee, and maximum award fee is \$ (b) (4).
 \$ (b) (4)

(End of clause)

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Table B-5 Available and Earned Fee								
Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod		
1	04/01/11 – 09/30/11	(b) (4)	(4)	96	Excellent	Mod 20		
2	10/01/11 – 03/31/12			96	Excellent	Mod 35		
3	04/01/12 – 09/30/12			97	Excellent	Mod 53		
4	10/01/12 – 03/31/13			97	Excellent	Mod 67		
5	04/01/13 – 09/30/13			98	Excellent	Mod 86		
6	10/01/13 – 03/31/14			97	Excellent	Mod 101		
	TOTAL							
Option 1	Evaluation Periods							
7	04/01/14 – 09/30/14					98	Excellent	Mod 120
8	10/01/14 – 03/31/15					99	Excellent	Mod 147
Option 2	Evaluation Periods							
9	04/01/15 – 09/30/15							
10	10/01/15 – 03/31/16							
Option 3	Evaluation Periods							
11	04/01/16 – 09/30/16							
12	10/01/16 – 03/31/17							
Option 4	Evaluation Periods							
13	04/01/17 – 09/30/17							
14	10/01/17 – 03/31/18							

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 149	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

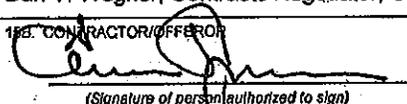
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to revise Space Station Change Notice (SSCN) 14116, "Assess simplification for a number of hardware items sustained on the Cargo Mission Contract (CMC)."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <u>LEARNON COMEAUX</u> (Signature of Contracting Officer)
16C. DATE SIGNED 6-26-2015	16C. DATE SIGNED 6.29.2015

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
149		Assess simplification for a number of hardware items sustained on the Cargo Mission Contract (CMC)	

B. **Section C, Statement of Work, Table of Contents**, is hereby revised to remove the following:

6.13 Sustained Hardware COTS Assessments, Packed WTB Launch Certification and AED Life Extension (SSCN 014116)

C. **Section C, Statement of Work**, is hereby revised to remove the following:

6.13 Sustained Hardware COTS Assessments, Packed WTB Launch Certification and AED Life Extension (SSCN 014116)

The contractor shall perform the following:

- 1) Identify Commercial Off The Shelf (COTS) alternatives for the following by 1/9/2015:
 - a. Jettison Stowage Bags (JSBs) (P/N SEB13100134-306);
 - b. Redesigned Cargo Transfer Bags (RCTBs) (P/Ns SEG33122042-301, SEG33122043-301, SEG33122044-301, SEG33122045-301);
 - c. M-Bags (P/Ns SEG33117683-301, SEG33111805-301, SEG33111806-301).
- 2) Identify changes to the current JSB and RCTBs (all models) designs to decrease their cost per unit. Task includes creation of prototype re-designed bag drawings by 2/27/2015.
- 3) Certify the Waste Transfer Bags (WTBs) (P/Ns SEG33124207-301, SEG33124208-301) for launch in a packed configuration (re-certification to include assessments for launch and landing on SpaceX and launch on ATV, HTV, and Cygnus) by 2/27/2015.
- 4) Identify lower cost than current hardware COTS options for mechanical pencils (P/Ns SED33102093-309 & -310), fanny packs (P/Ns SED12100665-301 & -302), tethers (P/N 528-20144-3) and helmet stowage bags (P/N SKD13101494-305) used by the crew and dry material collection using the Direct Current (DC) vacuum (P/N SEG39123308-302) by 1/16/2015.
- ~~5) Perform a feasibility study to determine how long the life of the current Auxiliary External Defibrillator (AED) units (P/N SEG52101600-301) can be extended by 2/27/2015.~~
- 65) Present results at the Vehicle Control Board (VCB) and Space Station Control Board (SSPCB) by 3/27/2015.

D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14116, "Assess simplification for a number of hardware items sustained on the Cargo Mission Contract (CMC)," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Mod 150		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BG		7. ADMINISTERED BY (If other than Item 6) CODE BG	
NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058			NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Kathryn Taylor Houston, TX 77058		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

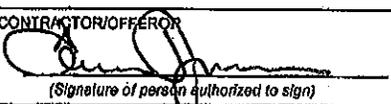
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14269 "Procure and certify next generation ISS Tablet PC for International Space Station (ISS) and baseline the associated Applicable Requirements Matrix for Commercial-Off-the-Shelf (COTS) hardware certification."

16A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
16B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16C. DATE SIGNED 7.23.2015	16B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)	16C. DATE SIGNED 7.24.2015

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
150		Procure and certify next generation ISS Tablet PC for International Space Station (ISS) and baseline the associated Applicable Requirements Matrix for Commercial-Off-the-Shelf (COTS) hardware certification	

B. Section C, Statement of Work, Table of Contents, is hereby updated to add the following:

6.30 Procure and certify next generation ISS Tablet PC for International Space Station (ISS) and baseline the associated Applicable Requirements Matrix for Commercial-Off-the-Shelf (COTS) hardware certification (SSCN 14269).

C. Section C, Statement of Work, is hereby updated to add the following:

6.30 Procure and certify next-generation ISS Tablet PC for International Space Station (ISS) and baseline the associated Applicable Requirements Matrix for Commercial-Off-the-Shelf (COTS) hardware certification (SSCN 14269).

The contractor shall:

1. Procure a quantity of 53 iPad Air 2 devices.
2. Provide a quantity of 9 Class III iPad Air 2 to NASA (via DD1149) by 9/14/2015 for battery testing.
3. Provide a quantity of 12 Class III iPad Air 2 to NASA (via DD1149) by 10/13/2015 for training.
4. Provide a quantity of 6 Class III iPad Air 2 to NASA (via DD1149) by 9/21/2015 for software load development.
5. Maintain 2 devices in inventory for evaluation and battery qualification purposes.

D. Section J, Attachment J-9, Hardware List, is hereby updated to add the following:

Table 1.1-D Laptops

Item Number	Description	Drawing/Part Number	Sustain
120	iPad Air 2	TBD	Sustaining shall begin post DD250 of hardware.
121	2m Charge Cables	TBD	Sustaining shall begin post DD250 of hardware.
122	30 Pin to Lightning Adapters	TBD	Sustaining shall begin post DD250 of hardware.

E. Section J, Attachment J-16, Deliverable Items List, is hereby updated to add the following:

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO.	NOMENCLATURE	QTY	UNIT	DD250 DATE
103	14269	TBD	TBD	CMC0496	iPad Air 2	24	Each	1/07/2016
104	14269	TBD	TBD	CMC0497	2m Charge Cables	24	Each	1/07/2016
105	14269	TBD	TBD	CMC0498	30 Pin to Lightning	20	Each	1/07/2016

F. Section J, Attachment J-18, Government Furnished Data, is hereby updated to add the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Stephen Hunter	OD	Scott Young		iPad Air 2 battery test report (SSCN 14269)	NFS	10/14/2015

G. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14269, "Procure and certify next generation ISS Tablet PC for International Space Station (ISS) and baseline the associated Applicable Requirements Matrix for Commercial-Off-the-Shelf (COTS) hardware certification," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. 151		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200565480	
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058		7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058		5. PROJECT NO. (If applicable)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Increase funding by \$313,095.24

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to obligate contract funding. This change increases the amount of funding by \$313,095.24 from \$120,257,778.63 to \$120,570,873.87.

See continuation pages for more details.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY LEARON COMEAUX <small>Digitally signed by LEARON COMEAUX DN: c=US, o=U.S. Government ou=NASA ou=PIV cn=LEARON COMEAUX 0923421920030010011 lcomeaux 0-3-15-13-3-6-0</small> (Signature of Contracting Officer)	16C. DATE SIGNED 9/18/2015

CARGO MISSION CONTRACT

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **(b) (4)**. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through ~~September 15, 2015~~ **December 27, 2015**.

(b) An additional amount of **(b) (4)** is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The FP amount obligated and available for FP Milestone Payment for Phase-In is **(b) (4)**

The TOTAL FP amount obligated and available is **(b) (4)**

(End of clause)

B.6 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) ORDERS

The Government may order Indefinite Delivery/Indefinite Quantity (IDIQ) work at any time after contract start in accordance with the procedures set forth in Clause H.3 and SOW section 5.0 of this contract. The contractor shall provide engineering and technical skills in support of Government-led studies, analyses, and unforeseen hardware requirements such as hardware builds and modifications. The tasks may be dynamic in nature and may be performed in a teaming arrangement with the Government or other contractors.

IDIQ work will be ordered by the Government on a cost-reimbursement basis. The Government will issue a cost-reimbursement task order authorizing the contractor to perform all effort, or, alternatively, to define the overall requirements, performance standards, and specifications associated with the work. The Government will utilize the defined requirements, performance standards, and specifications delivered by the contractor to request a proposal for completion of the work. The negotiated proposal will form the basis for the Government to issue a cost reimbursement task order for this work.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. Mod 152	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

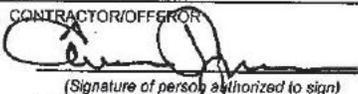
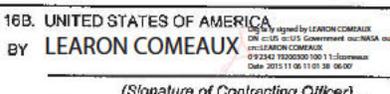
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 14141 Revision 3 "Certify Iodine Compatible Water Container (ICWC) to launch filed on Cygnus and Dragon," SSCN 15051 "Build Third Generation (3rd Gen) Cargo Transfer Bags (CTBs), Jettison Stowage Bags (JSBs), and M-bags for International Partners (IPs) and Commercial Vehicle Flights to satisfy NASA's logistics needs through FY2020 based on current usage rates and traffic models," and SSCN 15023 "Payload Mass Simulator to Replace MUSES on HTV5."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11-05-2015
16B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)	16C. DATE SIGNED 11/06/2015

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders and to incorporate the additional cost and fee awarded under Task Order Number 004 in Section B of the conformed contract as follows:

Modification #	Mod Date	Description	Cost
152		Certify Iodine Compatible Water Container (ICWC) to launch filled on Cygnus and Dragon	(b) (4)
152		Payload Mass Simulator to Replace MUSES on HTV5	(b) (4)

- B. **Clause B.2, Total Contract Value** is hereby revised to reflect the increase from \$130,877,893 by \$3,145,242 to \$131,399,061 in cumulative base contract value; an increase from \$25,234,060 by \$521,168 to \$25,755,228 for Option 2; an increase from \$22,517,729 by \$1,592,368 to \$24,110,097 for Option 3 and an increase from \$22,254,358 by \$1,031,706 to \$23,286,064 for Option 4. As a result of this change, replacement page B-1, B-2 and B-3 are attached.
- C. **Clause B.3, NFS 1852.216-85 Estimated Cost and Award Fee** is hereby revised to reflect the increase in estimated cost from \$ (b) (4) and the award fee increased from (b) (4) for a total increase to estimated cost and fee from (b) (4). As a result of this change, replacement page B-3 is attached.
- D. **Clause B.7, Award Fee**, is hereby revised to reflect the increase in the amount of available and earned fee, by evaluation period, provided in Table B-5.
- E. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:
- 6.32 Multiple User System for Earth Sensing (MUSES) Mass Simulator (MMS) to Replace MUSES payload on HTV5 (SSCN 015023).
- F. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:
- 6.33 Build Third Generation (3rd Gen) Cargo Transfer Bags (CTBs), Jettison Stowage Bags (JSBs), and M-bags for International Partners (IPs) and Commercial Vehicle Flights to satisfy NASA's logistics needs through FY2020 based on current usage rates and traffic models. This includes the addition of the Cygnus standoff bags and the new 8 Cargo Transfer Bag Equivalent (CTBE) M-bags. (SSCN 15051).
- G. **Section C, Statement of Work**, is hereby revised to reflect the following changes (***Changes are noted in bold and italics***):
- 6.17 Design, Certify and Fabricate Iodine Compatible Water Container (ICWC) Flight Support Equipment (FSE) to launch filled on Cygnus and Dragon (SSCN 014141)

The contractor shall perform the following tasks:

1. Develop a three-bag FSE concept by 9/8/14. Develop a single-bag concept by 12/15/14.
- 2) Certify the integrated ICWC/FSE three-bag configuration for launch on Dragon and Cygnus in accordance with SSP 50835, Common Interface Requirements Document by 2/10/15 and the single-bag configuration by 3/16/15.
- 3) Build and deliver the FSE quantities required to launch ~~425~~ **118** ICWCs per the contract Deliverable Items List.
- 4) Develop and maintain an Interface Requirements Document (IRD) between the ICWC and the Commercial Orbital Transportation Services (COTS) vehicles (Cygnus and Dragon). Release the IRD containing the three-bag configuration by 10/3/14.

- 5) Develop process for filling ICWCs with iodinated water utilizing an EMU water certified facility, including a wet run to demonstrate process.
- 6) Deliver ~~425~~ **118** integrated ICWC/FSE assemblies, which include water filled ICWCs integrated into FSE, per flight manifest requirements.

H. **Section C, Statement of Work**, is hereby updated to add the following:

6.32 Multiple User System for Earth Sensing (MUSES) Mass Simulator (MMS) to Replace MUSES payload on HTV5 (SSCN 015023).

The Contractor shall:

1. Ship the Integrated MMS on a SAPA via DD1149 to JAXA on April 12, 2015.
2. Deliver to NASA:
 - Inputs for the Carrier Integration Plan (CIP)/User Integration Agreement (UIA) on April 7, 2015.
 - Inputs for the Interface Control Document (ICD) on April 7, 2015.
 - Tip over analysis of the MUSES to Small Adapter Plate Assembly (SAPA) Integration shipping container delivered by April 12, 2015.
 - Detail manufacturing drawings of the MMS by April 17, 2015.
 - Assembly drawing of the MMS by April 17.
 - Ground Safety Data Package(GSDP) draft by April 17, 2015.
 - Flight Safety Data presentation (FSDP) to the Safety Review Panel (SRP) by April 17, 2015.
 - Draft Structural Data (DSD) Package by May 1, 2015.
 - Thermal assessment presentation to the Passive Thermal Control System (PTCS) forum by May 1, 2015.
 - Material Information Usage List (MIUL) by April 21, 2015.
 - Draft requirements matrix by May 1, 2015.
 - Deliver a reduced Craig Bampton model by May 1, 2015.
 - Deliver a Full Dynamic and Stress model by May 1, 2015.

I. **Section C, Statement of Work**, is hereby updated to add the following:

6.33 Build Third Generation (3rd Gen) Cargo Transfer Bags (CTBs), Jettison Stowage Bags (JSBs), and M-bags for International Partners (IPs) and Commercial Vehicle Flights to satisfy NASA's logistics needs through FY2020 based on current usage rates and traffic models. This includes the addition of the Cygnus standoff bags and the new 8 Cargo Transfer Bag Equivalent (CTBE) M-bags. (SSCN 15051).

The Contractor shall:

- Build and deliver the Cygnus standoff bags.
- Design, certify, build and deliver the new 8 CTBE M-bags, and the 3rd Gen CTBs, JSBs and M-bags.
- Create drawings for the new 8 CTBE M-bag, and the 3rd Gen CTBs, JSBs and M-bags.

J. **Section J, Attachment J-9, Hardware List**, is hereby updated to add the following:

Table 1.1-J ADDED NON SPOC Flight Crew Systems (FCS) TOOLBOX

Item Number	Description	Drawing/Part Number	Sustain
23	MASS Simulator, MUSES	SEG33124910-301	Sustaining shall begin post DD250 of hardware.
24	SHEAR BOSS, MUSES MASS Simulator	SDG33124914-001	Sustaining shall begin post DD250 of hardware.

Table 1.1-A STOWAGE ACCOMMODATIONS

Item Number	Description	Drawing/Part Number	Sustain
43	Cygnus Standoff Bag	TBD	Sustaining shall begin post DD250 of hardware.
44	3 rd Gen – JSB	TBD	Sustaining shall begin post DD250 of hardware.
45	3 rd Gen - 0.5 CTB	TBD	Sustaining shall begin post DD250 of hardware.
46	3 rd Gen -1.0 CTB	TBD	Sustaining shall begin post DD250 of hardware.
47	3 rd Gen - 2.0 CTB	TBD	Sustaining shall begin post DD250 of hardware.
48	3 rd Gen - 3.0 CTB	TBD	Sustaining shall begin post DD250 of hardware.
49	3 rd Gen - 4 CTBE Bag	TBD	Sustaining shall begin post DD250 of hardware.
50	3 rd Gen – 6 CTBE Bag	TBD	Sustaining shall begin post DD250 of hardware.
51	8 CTBE Bag	TBD	Sustaining shall begin post DD250 of hardware.
52	3 rd Gen-10 CTBE Bag	TBD	Sustaining shall begin post DD250 of hardware.

K. **Section J, Attachment J-16, Deliverable Items List**, is hereby updated to reflect the following changes (*Changes are noted in bold and italics*):

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO.	NOMENCLATURE	QTY	UNIT	DD250 DATE
101	14141	TBD	TBD	CMC0492	ICWC FSE, three-bag concept	48 54	Each	12/15/2015 12/31/2015
102	<i>14144</i>	<i>TBD</i>	<i>TBD</i>	<i>CMC0493</i>	<i>ICWC FSE, single bag concept</i>	<i>43</i>	<i>Each</i>	<i>12/15/2015</i>

L. **Section J, Attachment J-16, Deliverable Items List**, is hereby updated to add the following:

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO.	NOMENCLATURE	QTY	UNIT	DD250 DATE
106	15023	SEG33124910-301	N/A	CMC0518	MUSES MASS Simulator (MMS)	1	Each	4/10/2015
107	15023	SDG33124914-001	N/A	CMC0518	SHEAR BOSS, MUSES MASS Simulator	2	Each	4/10/2015
108	15051	SEG33124764	TBD	CMC0528	Cygnus Standoff Bag	40	Each	9/30/2016
109	15051	TBD	TBD	CMC0529	3 rd Gen – JSB	102	Each	9/30/2016
110	15051	TBD	TBD	CMC0530	3 rd Gen – JSB	300	Each	9/29/2017
111	15051	TBD	TBD	CMC0531	3 rd Gen – JSB	687	Each	3/30/2018
112	15051	TBD	TBD	CMC0532	3 rd Gen - 0.5 CTB	102	Each	9/29/2017
113	15051	TBD	TBD	CMC0533	3 rd Gen – 0.5 CTB	307	Each	3/30/2018
114	15051	TBD	TBD	CMC0534	3 rd Gen -1.0 CTB	202	Each	9/29/2017
115	15051	TBD	TBD	CMC0535	3 rd Gen - 1.0 CTB	394	Each	3/30/2018

116	15051	TBD	TBD	CMC0536	3 rd Gen - 2.0 CTB	10	Each	9/29/2017
117	15051	TBD	TBD	CMC0537	3 rd Gen - 2.0 CTB	115	Each	3/30/2018
118	15051	TBD	TBD	CMC0538	3 rd Gen - 3.0 CTB	11	Each	3/30/2018
119	15051	TBD	TBD	CMC0539	3 rd Gen - 4 CTBE Bag	55	Each	3/30/2018
120	15051	TBD	TBD	CMC0540	3 rd Gen - 6 CTBE Bag	35	Each	9/29/2017
	15051	TBD	TBD	CMC0541	3 rd Gen - 6 CTBE Bag	140	Each	3/30/2018
	15051	TBD	TBD	CMC0542	8 CTBE Bag	30	Each	9/29/2017
	15051	TBD	TBD	CMC0543	8 CTBE Bag	18	Each	3/30/2018
	15051	TBD	TBD	CMC0544	3 rd Gen-10 CTBE Bag	20	Each	9/29/2017
	15051	TBD	TBD	CMC0545	3 rd Gen -10 CTBE Bag	42	Each	3/30/2018

M. **Section J, Attachment J-19, Government Furnished Equipment**, is hereby updated to reflect the following changes (*Changes are noted in bold and italics*):

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Laura Shaw	OB	Micah Johnson		ICWC Fill Kit	NFS	12/08/2014
Laura Shaw	OB	Micah Johnson		ICWC	NFS	01/06/2015
Laura Shaw	OB	Micah Johnson		ICWC	NFS	08/03/2015
Laura Shaw	OB	Micah Johnson		ICWC	NFS	10/05/2015
Laura Shaw	OB	Micah Johnson		ICWC	NFS	12/07/2015
Laura Shaw	OB	Micah Johnson		ICWC	NFS	04/01/2016
Laura Shaw	OB	Micah Johnson		ICWC	NFS	08/01/2016
Austin Green	OB	Tim Gadd		Adapter Plate Assembly (SAPA)	HTV5	04/09/2015
Austin Green	OB	Tim Gadd		Washer, .190 OD X .063 THK	HTV5	04/09/2015
Austin Green	OB	Tim Gadd		Nut, Self Locking 7/16-20 UNJF-3B	HTV5	04/09/2015
Austin Green	OB	Tim Gadd		Bolt, Hex HD Shear .190-32 UNRF-3A X 1.213L	HTV5	04/09/2015

N. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 15051 "Build Third Generation (3rd Gen) Cargo Transfer Bags (CTBs), Jettison Stowage Bags (JSBs), and M-bags for International Partners (IPs) and Commercial Vehicle Flights to satisfy NASA's logistics needs through FY2020 based on current usage rates and traffic models, SSCN 15023, "Payload Mass Simulator to Replace MUSES on HTV5," and SSCN 14141 R3, "Certify Iodine Compatible Water Container (ICWC) to launch filled on Cygnus and Dragon, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

CARGO MISSION CONTRACT

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE NUMBER	DATE	TITLE
None included by reference		

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is ~~\$130,877,893~~ **\$131,399,061** (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date, all Underlimit Pools through Contract Year 4, and Option 1 and Option 2).

Task Order (TO) No. 001 was issued on July 12, 2011 that consisted a total price of \$3,174,829 (b) (4) in cost and \$(b) (4) in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of \$410,094 (\$ (b) (4) in cost and \$ (b) (4) in fee). The total revised price for TO 001 is \$3,584,923 (\$ (b) (4) in cost and \$ (b) (4) in fee).

TO No. 002 was issued on June 28, 2013 for a total price of \$2,051,327 (\$ (b) (4) in cost and \$(b) (4) in fee). TO No. 002 Revision 01 was issued on November 18, 2013 with a total increase in price of \$188,014 (\$ (b) (4) cost and \$(b) (4) fee). The total revised price for TO 002 is \$2,239,341 (\$ (b) (4) cost and \$(b) (4) fee).

CARGO MISSION CONTRACT

TO No. 003 was issued on August 28, 2013 for a total price of \$964,488 (\$ (b) (4) in cost and \$ (b) (4) in fee).

TO No. 004 was issued on September 24, 2015 for a total price of \$3,145,242 (\$ (b) (4) in cost and \$ (b) (4) in fee).

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$15,000.

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	(b) (4)
CPAF (ref Clause B.3)	
TOTAL	

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	

CARGO MISSION CONTRACT

Total Table

	Maximum Contract Value	
FFP	(b) (4)	(b) (4)
CPAF (ref Clause B.3)		
Remaining IDIQ (NTE)		
(End TOTAL	\$188,861,228	of clause)

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is **(b) (4)**. The maximum available award fee, excluding base fee, if any, is **(b) (4)**. Total estimated cost, base fee, and maximum award fee is **(b) (4)** \$ **(b) (4)**

(End of clause)

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **(b) (4)**. This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through December 27, 2015.
- (b) An additional amount of **(b) (4)** is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

(b) (4) amount obligated and available for FP Milestone Payment for Phase-In is **(b) (4)**

The TOTAL FP amount obligated and available is \$ **(b) (4)**

(End of clause)

CARGO MISSION CONTRACT

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Table B-5 Available and Earned Fee						
Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 – 09/30/11	(b) (4)	(b) (4)	96	Excellent	Mod 20
2	10/01/11 – 03/31/12	(b) (4)	(b) (4)	96	Excellent	Mod 35
3	04/01/12 – 09/30/12	(b) (4)	(b) (4)	97	Excellent	Mod 53
4	10/01/12 – 03/31/13	(b) (4)	(b) (4)	97	Excellent	Mod 67
5	04/01/13 – 09/30/13	(b) (4)	(b) (4)	98	Excellent	Mod 86
6	10/01/13 – 03/31/14	(b) (4)	(b) (4)	97	Excellent	Mod 101
	TOTAL					
Option 1	Evaluation Periods					
7	04/01/14 – 09/30/14	(b) (4)	(b) (4)	98	Excellent	Mod 120
8	10/01/14 – 03/31/15	(b) (4)	(b) (4)	99	Excellent	Mod 147
Option 2	Evaluation Periods					
9	04/01/15 – 09/30/15	(b) (4)	(b) (4)			
10	10/01/15 – 03/31/16	(b) (4)	(b) (4)			
Option 3	Evaluation Periods					
11	04/01/16 – 09/30/16	(b) (4)	(b) (4)			
12	10/01/16 – 03/31/17	(b) (4)	(b) (4)			
Option 4	Evaluation Periods					
13	04/01/17 – 09/30/17	(b) (4)	(b) (4)			
14	10/01/17 – 03/31/18	(b) (4)	(b) (4)			

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 153	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

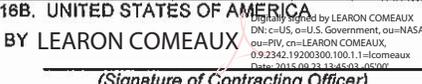
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties, FAR 43.103(a)
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See continuation pages.)

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9.23.2015
16B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)	16C. DATE SIGNED 9/23/2015

1. The purpose of this modification is to make administrative changes to the contract. This modification constitutes a full and complete equitable adjustment for the parties for the changes identified in paragraphs 2 and 3 below.
2. Section G, Contract Administration Data, G.3 JSC Procurement Instruction 52.216-92 Submission of Vouchers for Payment (MAY 2014) is delete in its entirety and replace with the following:

NFS 1852.216-87 Submission of Vouchers for Payment (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
Phone #: 1-877-677-2123
Fax: 1-866-209-5415
Email: NSSC-AccountsPayable@nasa.gov

(2) For any period that the Defense Contract Audit Agency has authorized the contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) For If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent contractor's attachment to:

Defense Contract Audit Agency Valley Forge Branch Office
P.O. Box 60667
King of Prussia, PA 19406
Phone: (610) 354-3950

(d) Five copies of SF 1034, SF 1035A, or equivalent contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

- (d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
Phone #: 1-877-677-2123
Fax: 1-866-209-5415
Email: NSSC-AccountsPayable@nasa.gov

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

3. Section J, Attachment J-8, Data Requirements List and Data Requirements Descriptions, DRD No. C-SA-06 is hereby delete in its entirety.



NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

NASA SHARED SERVICES CENTER
STENNIS SPACE CENTER, MS 39529-6000

Award Fee Payment Transmittal

Urgent - This Payment Must be Processed Immediately

Attach Award Fee Modification and Send Form by E-mail to NSSC-AccountsPayable@nasa.gov or Fax to 866-209-5415

1. Contract Number	2. Contractor Name	3. Modification Number
NNJ10GA35C	Lockheed Martin Integrated Systems, Inc	154
4. Authorized Payment Amount	5. NASA Center	
(b) (4)	JSC - Johnson Space Center	
6. Center Point of Contact (<i>Point of Contact</i>)	7. Center POC Phone Number	
Learon Comeaux	(281) 483-6525	

8. Comments

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. Mod 154	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than Item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Integrated Systems, Inc.
Attn: Dan V. Wegner
2625 Bay Area Blvd.
Houston, TX 77058

CODE 32RN8	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER NO. IS MODIFIED WITH THE FOLLOWING SUPPLEMENTAL AGREEMENT AS SET FORTH IN THE ISSUING OFFICE, APPROPRIATION DATA ELEMENT OF THE CONTRACT, FOR UNIFORMITY OF AUTHORITY OF FEDERAL ACQUISITION REGULATION.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Clause G.2 NFS 1852.216-76 Award Fee for Service Contracts (JUN 2000)

EARNED AWARD FEE VOUCHER

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to recognize the award fee earned for evaluation Period 9. **The Contractor will be paid \$ (b) (4) based on this modification. The contractor is not to submit a voucher for earned award fee.**

All other Terms and Conditions shall remain the same.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY LEARON COMEAUX <small>Digitally signed by LEARON COMEAUX DN: cn=US gov US Government ou=NASA ou=People cn=LEARON COMEAUX o=92342 19200300 100 1 1=lcomeaux email=2016.11.03.123006.0000</small> <i>(Signature of Contracting Officer)</i>	16C. DATE 11/03/2015

1. The purpose of this modification is to recognize the award fee earned for evaluation Period 9, which was from April 1, 2015 through September 30, 2015. The FDO has determined that a score of 100 – Excellent has been earned for Period 9.

Period 9: Available Award Fee Pool		
Provisional Billing Amount (80%)		
Invoice No.	Month	Amt
137	Apr	\$ (b) (4)
138	May	\$ (b) (4)
140	June	\$ (b) (4)
144	July	\$ (b) (4)
147	Aug	\$ (b) (4)
151	Sept	\$ (b) (4)
Sum of Provisional Billings		
Balance		
Earned Fee Amount:		100%
Earned Fee Modification Amount		

2. **Section B.7 Award Fee:** B.7 has been updated to include the Award Fee earned for Period 9. As a result of this change, pages B-5 and B-6 are hereby attached (changes are noted in bold and italics).

CARGO MISSION CONTRACT

SLC	CY1	CY2	CY3	CY4	CY5	CY6	CY7
Program Manager	(b)	(4)	(b)	(4)	(b)	(4)	(b)
Manager							
Supervisor							
Technical Professional III							
Technical Professional II							
Technical Professional I							
Technician III							
Technician II							
Technician I							
Drafter II							
Drafter I							
IT Professional							
Analyst II							
Analyst I							
Secretary							
Clerk							
Business Specialist							
Other							
Procurement Burden (Basis: Subcontractor/Material Cost)							
G&A (Basis: Value Added Cost)							
G&A Cost of Money (Basis: Value Added Cost)							
Maximum Award Fee							

*Propose additional Labor Categories that cannot be logically mapped into any of the Standard Labor Categories above. Provide a job description and qualifying education and experience for all additional labor categories.

**Rates to be applied to non-labor costs (i.e. material, travel). Identify the rates and basis of application.

(End of clause)

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod
1	04/01/11 – 09/30/11	(b)	(4)	96	Excellent	Mod 20
2	10/01/11 – 03/31/12			96	Excellent	Mod 35
3	04/01/12 – 09/30/12			97	Excellent	Mod 53
4	10/01/12 – 03/31/13			97	Excellent	Mod 67
5	04/01/13 – 09/30/13			98	Excellent	Mod 86
6	10/01/13 – 03/31/14			97	Excellent	Mod 101
	TOTAL					
Option 1	Evaluation Periods					

CARGO MISSION CONTRACT

7	04/01/14 – 09/30/14	(b) (4)	98	Excellent	Mod 120
8	10/01/14 – 03/31/15		99	Excellent	Mod 147
Option 2	Evaluation Periods				
9	04/01/15 – 09/30/15		<i>100</i>	<i>Excellent</i>	<i>Mod 154</i>
10	10/01/15 – 03/31/16				
Option 3	Evaluation Periods				
11	04/01/16 – 09/30/16				
12	10/01/16 – 03/31/17				
Option 4	Evaluation Periods				
13	04/01/17 – 09/30/17				
14	10/01/17 – 03/31/18				

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. Mod 155	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG	7. ADMINISTERED BY (If other than item 6) NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon J. Comeaux Houston, TX 77058	CODE BG

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 16, and returning Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause H.16, Special Clause for Contract Changes and IDIQ Task Orders
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Supplemental Agreement is to definitize Space Station Change Notice (SSCN) 15054 "Integrated Bag Level Hazard Assessment for Cargo returning from ISS on Commercial Resupply Services (CRS) and Commercial Crew Program (CCP) Vehicles."

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon J. Comeaux, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11.05.2015
16B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)	16C. DATE SIGNED 11/06/2015

- A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
155		Perform Integrated Bag Level Hazard Assessment for Cargo returning from ISS on Commercial Resupply Services (CRS) and Commercial Crew Program (CCP) Vehicles	(b) (4)

- B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.31 Integrated Bag Level Hazard Assessment for Cargo returning from ISS on Commercial Resupply Services (CRS) and Commercial Crew Program (CCP) Vehicles (SSCN 15054).

- C. **Section C, Statement of Work**, is hereby updated to add the following:

6.31 Integrated Bag Level Hazard Assessment for Cargo returning from ISS on Commercial Resupply Services (CRS) and Commercial Crew Program (CCP) Vehicles (SSCN 15054).

The contractor shall perform the following:

1. Ensure that hardware packed together in a bag does not create any new hazards (i.e., material incompatibility).
2. Ensure that all hazards are controlled within the bag (i.e., sharp edges/pinch points, frangible materials, fluid containment). This is performed as a stand-alone task for packed bags being returned/disposed on a return vehicle.

- D. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 15054, "Integrated Bag Level Hazard Assessment for Cargo returning from ISS on Commercial Resupply Services (CRS) and Commercial Crew Program (CCP) Vehicles," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

A. The purpose of this Supplemental Agreement is to definitize the underlimit contract change in accordance with Clause H.16 - Special Clause for Contract Changes and IDIQ Task Orders as follows:

Modification #	Mod Date	Description	Cost
156		COTS: Procure and Certify Surface Pro 3 to support International Space Station (ISS) Operations & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the-Shelf (COTS) Hardware Certification	(b) (4)

B. **Section C, Statement of Work, Table of Contents**, is hereby updated to add the following:

6.37 Configure and perform certification tasks for Surface Pro 3 and various accessories to support ISS Operations & Utilization in two phases (SSCN 15196).

C. **Section C, Statement of Work**, is hereby updated to add the following:

6.37 Configure and perform certification tasks for Surface Pro 3 and various accessories to support International Space Station (ISS) Operations & Utilization in two phases (SSCN 15196).

The contractor shall perform the following tasks for Phase I:

The contractor shall perform the following:

1. Develop and release three (3) drawings.
2. Tailoring/Interpretation Agreement (TIA) creation and approval as required.
3. Perform thermal touch temperature analysis and/or testing.
4. Generate electronic Launch Return On-Orbit Data Sets (eLRODS).

The contractor shall perform the following tasks for Phase II:

1. Procure and apply flight labels for all flight hardware.
2. Complete battery acceptance testing for a quantity of twenty (20) Surface Pro 3 tablets

D. **Section J, Attachment J-9, Hardware List**, is hereby revised to add the following:

TABLE 1.1-D LAPTOPS

Item Number	Description	Drawing/Part Number	Sustain
131	Surface Pro 3 Tablets	TBD	Sustaining shall begin post DD250 of hardware.
132	Power Cords	TBD	Sustaining shall begin post DD250 of hardware.
133	Stylus Pens	TBD	Sustaining shall begin post DD250 of hardware.
134	Type Covers	TBD	Sustaining shall begin post DD250 of hardware.
135	Port to High-Definition Multimedia	TBD	Sustaining shall begin post DD250 of hardware.

	Interface (HDMI) Adapters		
--	---------------------------	--	--

E. **Section J, Attachment J-16, Deliverable Items List**, is hereby revised to add the following:

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO	NOMENCLATURE	QTY	UNIT	DD250 DATE
136	15196	TBD	TBD	CMC0555	Surface Pro 3 Tablets	3	EA	01/25/16
137	15196	TBD	TBD	CMC0556	Power Cords	3	EA	01/25/16
138	15196	TBD	TBD	CMC0557	Stylus Pens	3	EA	01/25/16
139	15196	TBD	TBD	CMC0558	Type Covers	3	EA	01/25/16
140	15196	TBD	TBD	CMC0560	Port to High-Definition Multimedia (HDMI) Adapters	3	EA	01/25/16
141	15196	TBD	TBD	CMC0561	Surface Pro 3 Tablets	20	EA	07/15/16
142	15196	TBD	TBD	CMC0562	Power Cords	20	EA	07/15/16
143	15196	TBD	TBD	CMC0563	Stylus Pens	20	EA	07/15/16
144	15196	TBD	TBD	CMC0564	Type Covers	4	EA	07/15/16
145	15196	TBD	TBD	CMC0566	Port to High-Definition Multimedia Interface (HDMI) Adapters	6	EA	07/15/16

F. **Section J, Attachment J-19, Government Furnished Equipment**, is hereby revised to add the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Angela Olstad	OD	Cuong Le		Surface Pro 3 Tablets	OA-5	11/06/15
Angela Olstad	OD	Cuong Le		Power Cords	OA-5	11/06/15
Angela Olstad	OD	Cuong Le		Stylus Pens	OA-5	11/06/15
Angela Olstad	OD	Cuong Le		Type Covers	OA-5	11/06/15
Angela Olstad	OD	Cuong Le		Port to High-Definition Multimedia Interface (HDMI) Adapters	OA-5	11/06/15
Angela Olstad	OD	Cuong Le		Surface Pro 3 Tablets	NFS	01/04/16
Angela Olstad	OD	Cuong Le		Power Cords	NFS	01/04/16
Angela Olstad	OD	Cuong Le		Stylus Pen	NFS	01/04/16

Angela Olstad	OD	Cuong Le		Surface Pro Type Covers	NFS	01/04/16
Angela Olstad	OD	Cuong Le		Port to High-Definition Multimedia Interface (HDMI) Adapters	NFS	01/04/16

G. This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 15196, "COTS: Procure and Certify Surface Pro 3 to support International Space Station (ISS) Operations & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the-Shelf (COTS) Hardware Certification," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. Mod 157		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE BG		7. ADMINISTERED BY (If other than Item 6) CODE BG	
NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058			NASA Lyndon B. Johnson Space Center 2101 NASA Parkway Attn: BG/Learon Comeaux Houston, TX 77058		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Lockheed Martin Engineering Services
Attn: Dan V. Wegner
2625 Bay Area Blvd
Houston, TX 77058

CODE	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C	10B. DATED (SEE ITEM 13) 12/10/10

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

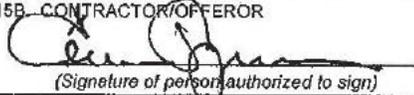
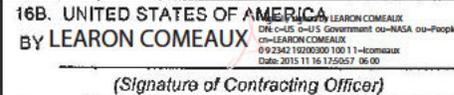
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(x)

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Contract Clauses I.1; 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alternate II (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(See continuation pages)

15A. NAME AND TITLE OF SIGNER (Type or print) Dan V. Wegner, Contracts Negotiator, Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Learon Comeaux, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11.16.2015	16B. UNITED STATES OF AMERICA BY LEARON COMEAUX  (Signature of Contracting Officer)	16C. DATE SIGNED 11/16/2015

- 1) The purpose of this Supplemental Agreement is to incorporate the cost and fee amounts for Space Station Change Notice (SSCN) 14509. The contractor shall procure and certify a new laptop hardware system to replace the T61p in support of International Space Station (ISS) Operations, Payloads & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the Shelf (COTS) Hardware Certification.
- 2) **Clause B.2, Total Contract Value** is hereby revised to reflect the increase from \$131,399,061 by \$819,370 to \$132,218,431 in cumulative base contract value; an increase from \$25,755,228 by \$819,370 to \$26,574,598 for Option 2; an increase from \$24,110,097 by \$298,105 to \$24,408,202 for Option 3. As a result of this change, replacement page B-1, B-2, and B-3 are hereby attached.
- 3) **Clause B.3, NFS 1852.216-85 Estimated Cost and Award Fee** is hereby revised to reflect the increase from (b) (4) and the award fee increased from (b) (4). As a result of this change, replacement page B-3 is attached.
- 4) **Clause B.7, Award Fee**, is hereby revised to reflect the increase in the amount of available and earned fee, by evaluation period, provided in Table B-5.
- 5) **Section C, Statement of Work, Table of Contents, is hereby updated to add the following:**

6.29 Support Certification and Deliver New Laptop Hardware System to Replace the T61p in Support of International Space Station (ISS) Operations, Payloads & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the Shelf (COTS) Hardware Certification (SSCN 014509)
- 6) **Section C, Statement of Work, is hereby revised to add the following:**

6.29 Support Certification and Deliver New Laptop Hardware System to Replace the T61p in Support of International Space Station (ISS) Operations, Payloads & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the Shelf (COTS) Hardware Certification (SSCN 014509)

The contractor shall:

 1. Have downgrade authority of any Class I COTS laptop and accessories to Class III and provide logistical support for distribution of the Class III units to satisfy requests submitted through the my CMC portal Request for Support (RFS) tool.
 2. Complete laptop battery certification testing by 2/25/2016 per JSC 66548, Requirements for Flight Certification and Acceptance of Commercial Off the Shelf (COTS) Lithium-Ion (Li-Ion) Batteries, Revision A as levied by JSC 20793.
 3. Complete laptop battery acceptance testing by 6/06/16 per JSC 66548, Requirements for Flight Certification and Acceptance of Commercial Off the Shelf (COTS) Lithium-Ion (Li-Ion) Batteries, Revision A as levied by JSC 20793.
 4. Provide a quantity of 1 Class I ZBook 15 laptop (including accessories) to NASA (via DD1149) by 1/15/2016 for EMI testing.
 5. Provide a quantity of 1 Class I ZBook 15 laptop (including accessories) to NASA (via DD1149) by 1/15/2016 for 16V power quality testing.
 6. Provide a quantity of 1 Class I ZBook 15 laptop (including accessories) to NASA (via DD1149) by 1/15/2016 for power inverter testing.

7. Provide a quantity of 1 Class I ZBook 15 laptop (including accessories) to NASA (via DD1149) by 1/15/2016 for radiation testing.
8. Provide a quantity of 1 Class I ZBook 15 laptop (including accessories) to NASA (via DD1149) by 1/15/2016 for flammability and offgas testing.
9. Perform thermal analysis and testing for safety hazard verification by 2/01/16 of the new laptop system for verification of laptop thermal performance and touch temperature validation.
10. Perform Remote Terminal (RT) validation testing with USB 1553 adapter by 5/08/16.
11. Perform Gaussian testing (DC Magnetic Fields) of the new laptop system by 1/29/16.
12. Perform flight unit acceptance testing (Pre-Delivery Acceptance (PDA)/Pre-Installation Acceptance (PIA)) and analysis for all the new flight laptop system hardware items by 9/01/2016.
13. Procure and sustain (including updating the drawings with alternate Vendor Part Numbers if current vendor parts are unavailable) a minimum quantity of media cards to support on-orbit computer resources operations and utilization for the following part numbers:
 - i. SEG33124214-301 64GB USB Flashdrive
 - ii. SEG33124213-301 32GB HDSC Card
 - iii. SEG33124723-005 32GB HDSC Card
 - iv. SEG33123675-301 32GB Compact Flash Card
 - v. SEG33124502-301 32GB Compact Flash Card

7) **Section J, Attachment J-9, Hardware List**, is hereby revised to add the following:

TABLE 1.1-D LAPTOPS

Item Number	Description	Drawing/Part Number	Sustain
123	ZBook 15 Laptop	TBD	Sustaining shall begin post DD250 of hardware.
124	ZBook 15 Power Cable	TBD	Sustaining shall begin post DD250 of hardware.
125	ZBook 15 Hard Disk Drive (HDD)	TBD	Sustaining shall begin post DD250 of hardware.
126	ZBook 15 Battery Packs	TBD	Sustaining shall begin post DD250 of hardware.
127	ZBook 15 Internal Solid State Drive (SSD)	TBD	Sustaining shall begin post DD250 of hardware.
128	ZBook 15 External Blu-Ray Player	TBD	Sustaining shall begin post DD250 of hardware.
129	ZBook 15 Ultrabay Adapter	TBD	Sustaining shall begin post DD250 of hardware.
130	1553 USB Interface Adapter	TBD	Sustaining shall begin post DD250 of hardware

8) **Section J, Attachment J-16, Deliverable Items List**, is hereby revised to add the following:

NO	CHANGE NUMBER	PART NUMBER	SERIAL NUMBER	LM ID NO	NOMENCLATURE	QTY	UNIT	DD250 DATE
126	014509	TBD	TBD	CMC0519	ZBook 15 Laptop	150	EA	9/01/16
127	014509	TBD	TBD	CMC0520	ZBook 15 Power Cable	150	EA	9/01/16
128	014509	TBD	TBD	CMC0521	ZBook 15 HDD Flight Spares	200	EA	9/01/16
129	014509	TBD	TBD	CMC0522	USB to Gigabit Ethernet Adapters	30	EA	9/01/16
130	014509	TBD	TBD	CMC0523	Display Port to HDMI Adapters	20	EA	9/01/16
131	014509	TBD	TBD	CMC0524	ZBook 15 Battery Packs Flight Spares	150	EA	9/01/16
132	014509	TBD	TBD	CMC0525	ZBook 15 Internal SSD Flight Spares	100	EA	9/01/16
133	014509	TBD	TBD	CMC0526	ZBook 15 External BlueRay Player	75	EA	9/01/16
134	014509	TBD	TBD	CMC0527	ZBook 15 Ultrabay Adapter	75	EA	9/01/16
135	014509	TBD	TBD	CMC0528	1553 USB Interface Adapter	50	EA	9/01/16

9) **Section J, Attachment J-18, Government Furnished Data**, is hereby revised to add the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Stephen Hunter	OD	Micah Johnson		COTS HP ZBook 15 Laptop Detailed Drawings/Specifications and Power Distribution	NFS	12/01/2016
Stephen Hunter	OD	Micah Johnson		COTS HP 90W Slim Combo AC Adapter Detailed Drawings/Specifications and Power Distribution	NFS	12/01/2016
Stephen Hunter	OD	Micah Johnson		Zbook 15 Laptop EMI Data/Test Report (SSCN 014509)	NFS	2/26/2016
Stephen Hunter	OD	Micah Johnson		Zbook 15 Laptop Inverter Compatibility Data/Test Report (SSCN 014509)	NFS	2/26/2016
Stephen Hunter	OD	Micah Johnson		Zbook 15 Laptop 16V Power Quality Data/Test Report (SSCN 014509)	NFS	2/26/2016
Stephen Hunter	OD	Micah Johnson		Zbook 15 Laptop Flammability and offgas Data/Test Report (SSCN 014509)	NFS	2/26/2016

10) **Section J, Attachment J-19, Government Furnished Equipment**, is hereby revised to add the following:

NASA RESP	RESP Team	LM RESP	Unique ID	Nomenclature	FLT No.	Need Date
Stephen Hunter	OD	Micah Johnson		ZBook 15 Laptops and accessories for testing	NFS	11/30/2015
Stephen Hunter	OD	Micah Johnson		ZBook 15 Laptop Battery Packs for testing	NFS	11/30/2015
Stephen Hunter	OD	Micah Johnson		ZBook 15 Laptop Battery Packs	NFS	11/30/2015
Stephen Hunter	OD	Micah Johnson		ZBook 15 Laptops	NFS	11/30/2015
Stephen Hunter	OD	Micah Johnson		ZBook 15 Power Cable	NFS	11/30/2015
Stephen Hunter	OD	Micah Johnson		ZBook 15 Hard Disk Drive (HDD)	NFS	11/30/2015
Stephen Hunter	OD	Micah Johnson		ZBook 15 Internal Solid State Drive (SSD)	NFS	11/30/2015
Stephen Hunter	OD	Micah Johnson		ZBook 15 External Blu-Ray Player	NFS	11/30/2015
Stephen Hunter	OD	Micah Johnson		ZBook 15 Ultrabay Adapter	NFS	11/30/2015
Stephen Hunter	OD	Micah Johnson		1553 USB Interface Adapter	NFS	12/30/2015

11) This modification constitutes full and complete equitable adjustment for the changes set forth herein. In consideration of the modification agreed to herein as complete equitable adjustments for the changes identified in the signed Change Directive 14509 "Procure and Certify a New Laptop Hardware System to Replace the T61p in Support of International Space Station (ISS) Operations, Payloads & Utilization and Baseline the Associated Applicable Requirements Matrix for Commercial-off-the Shelf (COTS) Hardware Certification," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

CARGO MISSION CONTRACT

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE NUMBER	DATE	TITLE
None included by reference		

B.2 TOTAL CONTRACT VALUE

The current cumulative contract value is ~~\$131,399,061~~ **\$132,218,431** (including the Firm Fixed-Price (FFP) Phase-In, all Task Orders issued to date, all Underlimit Pools through Contract Year 4, and Option 1 and Option 2).

Task Order (TO) No. 001 was issued on July 12, 2011 that consisted a total price of \$3,174,829 ((b) (4) in cost and \$(b) (4) in fee). Task Order No. 001, Revision 01 was issued on June 8, 2012 with a total increase in price of \$410,094 (\$ (b) (4) in cost and \$(b) (4) in fee). The total revised price for TO 001 is \$3,584,923 (\$ (b) (4) in cost and \$(b) (4) in fee).

TO No. 002 was issued on June 28, 2013 for a total price of \$2,051,327 (\$ (b) (4) in cost and \$(b) (4) in fee). TO No. 002 Revision 01 was issued on November 18, 2013 with a total increase in price of \$188,014 (\$ (b) (4) cost and \$(b) (4) fee). The total revised price for TO 002 is \$2,239,341 (\$ (b) (4) cost and \$(b) (4) fee).

CARGO MISSION CONTRACT

TO No. 003 was issued on August 28, 2013 for a total price of \$964,488 (\$ (b) (4) in cost and \$ (b) (4) in fee).

TO No. 004 was issued on September 24, 2015 for a total price of \$3,145,242 (\$ (b) (4) in cost and \$ (b) (4) in fee).

The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$15,000.

The maximum not-to-exceed (NTE) value of IDIQ supplies and services ordered in total under this contract is \$20 Million, which includes incidental materials and travel. The maximum NTE amount does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task/delivery orders issued during the period of the contract.

Basic Period of Performance Table

	Maximum Contract Value
Phase-In (ref Clause B.5)	(b) (4)
CPAF (ref Clause B.3)	
TOTAL	

Option 1 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	

Option 2 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	

Option 3 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	

Option 4 Table

	Maximum Contract Value
CPAF (ref Clause B.3)	(b) (4)
TOTAL	

CARGO MISSION CONTRACT

Total Table

		Maximum Contract Value	
(End	FFP	\$ (b) (4)	of clause)
	CPAF (ref Clause B.3)	(b) (4)	
	Remaining IDIQ (NTE)	(b) (4)	
	TOTAL	\$188,861,228 \$189,978,703	

B.3 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is \$ (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). Total estimated cost, base fee, and maximum award fee is (b) (4).
\$ (b) (4)

(End of clause)

B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ (b) (4). This allotment is for cargo mission services and covers the following estimated period of performance: January 1, 2011 through December 27, 2015.
- (b) An additional amount of \$ (b) (4) is obligated under this contract for payment of fee.

(End of clause)

B.5 FUNDING FOR FIXED-PRICE ITEMS PHASE-IN

Fixed-Price (FP) Milestone Payments for Phase-In exist under a FP arrangement in this contract and therefore must be fully funded. FP Milestone Payments for Phase-In is fully funded at the time of contract award. Funds obligated under this clause are separate and distinct from those allotted under Clause B.3

The amount obligated and available for FP Milestone Payment for Phase-In is \$ (b) (4)

The TOTAL FP amount obligated and available is \$ (b) (4)

(End of clause)

CARGO MISSION CONTRACT

B.7 AWARD FEE

The amount of fee earned by the contractor shall be determined in accordance with Attachment J-5, Award Fee Evaluation Plan.

The amount of available and earned fee, by evaluation period, is provided in Table B-5 below:

Table B-5 Available and Earned Fee								
Basic	Evaluation Periods	Available Fee	Earned Fee	Score	Rating	AF Payment Mod		
1	04/01/11 – 09/30/11	(b) (4)	(4)	96	Excellent	Mod 20		
2	10/01/11 – 03/31/12			96	Excellent	Mod 35		
3	04/01/12 – 09/30/12			97	Excellent	Mod 53		
4	10/01/12 – 03/31/13			97	Excellent	Mod 67		
5	04/01/13 – 09/30/13			98	Excellent	Mod 86		
6	10/01/13 – 03/31/14			97	Excellent	Mod 101		
TOTAL								
Option 1	Evaluation Periods							
7	04/01/14 – 09/30/14					98	Excellent	Mod 120
8	10/01/14 – 03/31/15					99	Excellent	Mod 147
Option 2	Evaluation Periods							
9	04/01/15 – 09/30/15					100	Excellent	Mod 154
10	10/01/15 – 03/31/16							
Option 3	Evaluation Periods							
11	04/01/16 – 09/30/16							
12	10/01/16 – 03/31/17							
Option 4	Evaluation Periods							
13	04/01/17 – 09/30/17							
14	10/01/17 – 03/31/18							

(End of clause)

2. AMENDMENT/MODIFICATION NO. 000191	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE JSC	7. ADMINISTERED BY (If other than Item 6) CODE JSC		

NASA/Johnson Space Center Attn: David C. Nayles/BG 2101 NASA Parkway Houston TX 77058-3696	NASA/Johnson Space Center Attn: David Nayles/BG 2101 NASA Parkway Houston TX 77058-3696
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOCKHEED MARTIN SERVICES, INC. 700 N FREDERICK AVE GAITHERSBURG MD 20879-3328 CODE 3VRH3 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ10GA35C 10B. DATED (SEE ITEM 13) 12/10/2010
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to update the CS and COR on the CMC2 contract.

Payment Terms Net 30 days:
Delivery Location Code: JSC
NASA/Johnson Space Center
2101 NASA Parkway
Houston TX 77058-3696 USA

FOB: Destination

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LaToy J. Jones
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)
	16C. DATE SIGNED